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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1962

Nos. 91, 93 and 107

IVAN C. McLEOD, REGIONAL DIRECTOR FOR THE SECOND REGION OF THE NATIONAL LABOR RELATIONS BOARD, *Petitioner*, *against*
EMPRESA HONDURENA DE VAPORES, S.A., *Respondent*

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

No. 91

NATIONAL MARITIME UNION OF AMERICA, AFL-CIO, *Petitioner*,
against
EMPRESA HONDURENA DE VAPORES, S.A., *Respondent*

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

No. 93

FRANK W. McCULLOCH, CHAIRMAN, AND PHILIP RAY RODGERS, BOYD LEEDOM, JOHN H. FANNING, AND GERALD A. BROWN, MEMBERS, NATIONAL LABOR RELATIONS BOARD, *Petitioners*,
against
SOCIEDAD NACIONAL DE MARINEROS DE HONDURAS, ET AL, *Respondent*

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 107

MOTION FOR LEAVE TO FILE A BRIEF AS AMICUS CURIAE
and
BRIEF OF THE GOVERNMENT OF THE REPUBLIC OF HONDURAS AS AMICUS CURIAE

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MOTION OF THE GOVERNMENT OF THE REPUBLIC OF HONDURAS FOR LEAVE TO FILE A BRIEF AS AMICUS CURIAE.

In consequence of the effort by the National Labor Relations Board to extend the jurisdiction of the United States labor laws and regulations aboard certain vessels of Hon-

duran registry and flag and so to displace the sovereign authority of the Republic of Honduras rightfully exercised over these vessels, the Government of the Republic of Honduras respectfully moves for permission to file a brief *amicus curiae* in the above entitled actions.

The Solicitor General of the United States has consented to the filing of this brief on behalf of the members of the National Labor Relations Board, Petitioners in Case No. 107, and Ivan C. McLeod, Regional Director for the Second Region of the National Labor Relations Board, Petitioner in Case No. 91. Empresa Hondurena de Vapores, S.A., Respondent in Cases No. 91 and 93, and Sociedad Nacional de Marineros de Honduras, Respondent in Case No. 107 have also consented to the filing of this brief.[5] The National Maritime Union of America, AFL-CIO, Petitioner in Case No. 93, has also consented. In a Note dated August 10, 1962, addressed by the Department of State to His Excellency the Ambassador of Honduras, the Department of State, acting under its own initiative, offered the following statement with respect to these cases:

> "I wish to inform you that in the event your Government should desire to make a direct presentation to the Supreme Court as amicus curiae, you could be assured of the consent both of the Department of State and of the Solicitor General."

In support of its request to be heard in this litigation, the Republic of Honduras advises the Court that the authority and content of labor laws and regulations asserted by the National Labor Relations Board conflict with Honduran labor laws and authority presently being enforced aboard these Honduran vessels by the Republic of Honduras, and that it cannot acquiesce in such an interference nor can it allow concurrent jurisdiction. Such action violates rights

of the Republic of Honduras under international law and contravenes certain binding treaty obligations of the United States with the Republic of Honduras. This attempt by the National Labor Relations Board to extend its authority is not consistent with amicable relations between the United States and the Republic of Honduras.

It is respectfully requested, therefore, that this motion be granted.

Respectfully submitted,

JAMES F. SAMS,
THORBURN REID,
Counsel for THE GOVERNMENT OF THE REPUBLIC OF HONDURAS.

Certified:

Céleo Dávila,
Ambassador of the Republic of Honduras to the United States of America

Dated: November 19, 1962.

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BRIEF OF THE GOVERNMENT OF THE REPUBLIC OF HONDURAS AS AMICUS CURIAE

To the Honorable the Chief Justice and Associate Justices of the Supreme Court of the United States:

Statement

The Republic of Honduras is confronted with the determination of the National Labor Relations Board [NLRB],

an agency of the United States Government, to suppress the authority of labor laws and regulations of the Republic of Honduras over certain of its vessels and supplant them with those of the United States while these vessels are within the territorial waters of the Republic of Honduras, and on the high seas, and within the national waters of the United States. These are vessels of Honduran registry and fly the Honduran flag. They comprise over half of the Honduran Merchant Marine Fleet.[1] This action by the National Labor Relations Board compromises the responsibility of the United States Government under international law and under the Treaty of Friendship, Commerce and Consular Rights between the United States and Honduras, dated December 7, 1927. 45 Stat. 2618 (1929), T.I.A.S. No. 956.

The Republic of Honduras cannot permit this to occur. Consequently, it is grateful for an opportunity to file this brief as an initial step in its determination to nullify these efforts of the National Labor Relations Board.

The Government of Honduras considers that the labor laws of the Republic of Honduras are to be exercised over Honduran vessels without any limitation. In pursuing its national interest, the Republic of Honduras cannot consent to have its authority and regulation of labor matters aboard its merchant vessels usurped in any manner by another nation and put beyond Honduran governing control and responsible concern.

The right of the Government of the Republic of Honduras to protest and refuse to permit such action is based on:

(1) International law which strictly prohibits nations from interfering in the exercise of a sovereign's

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[1] There are currently twenty-one vessels in the Merchant Marine Fleet of Honduras. Thirteen of these vessels are involved in this case.

authority within its territorial jurisdiction which includes its national waters;

(2) International law which strictly prohibits a violation of flag state sovereignty over vessels on the high seas;

(3) The universal practice of international comity which grants flag state control over internal management of its vessels within foreign ports;

(4) A treaty agreement between the United States and the Republic of Honduras confirming international law and practice which makes conclusive the sovereign authority of a nation over vessels registered under its laws and flying its flag;

(5) A treaty agreement between the United States and the Republic of Honduras which prohibits discriminatory treatment of each other's merchant vessels within their territorial waters which differs from that accorded to the vessels of a nation more favored.

The government of the Republic of Honduras is primarily interested in maintaining its exclusive jurisdiction over these Honduran vessels; however, this attempted violation of its rights as a sovereign nation drastically undermines the principal foundations of law and order among nations. The Government of Honduras therefore feels obliged to take upon itself the larger responsibility to defend with adequate determination the concern of the community of nations.

The rights of the Republic of Honduras are violated by assertions of an agency of the United States Government which ignore obligations of international law by declaring that it shall extend its power and authority abroad wherever it finds an activity with a favorable balance of national "contacts" or connections. The National Labor Relations Board in the instant case has declared that when the United States shall discover that a foreign enterprise has the United States

"contacts" of stock ownership by its nationals and of entering into United States commerce, then the domestic regulatory powers of the Government shall extend over this enterprise wherever it may operate. This assertion by the National Labor Relations Board purports to displace the authority of the Republic of Honduras to exercise its sovereign power to legislate similarly within its own jurisdiction. This ignores the fundamental rule of international law which prohibits interference in the exercise of a sovereign's authority within its own jurisdiction. The Government of the Republic of Honduras must uphold the principle that self-assessment of interest or "contacts" is not and cannot be the criterion of obligation under a principle of international law. The Government of the Republic of Honduras therefore, rejects this theory of "contacts" as a basis for applying United States labor laws upon any *locus* under Honduran sovereign jurisdiction.

ARGUMENT

I. International Law Strictly Prohibits Nations from Interfering in the Exercise of a Sovereign's Authority Within Its Territorial Jurisdiction Which Includes Its National Waters.

The National Labor Relations Board has asserted the rights of sovereign jurisdiction of American labor laws on board Honduran flag vessels even while they are within the national waters of the Republic of Honduras and docked at their home ports. American labor laws cannot be enforced among Honduran seamen on the docks of Honduran ports and aboard these vessels within Honduran national waters. This kind of interference by an agency of the United States Government cannot be tolerated by the Government of the Republic of Honduras. This Court surely needs no detailed

statement of either the facts or the law to reach a similar conclusion.

II. The Universal Practice of International Comity Grants Flag State Control Over Internal Management of Its Vessels Within Foreign Ports.

The NLRB has also asserted the rights of sovereign jurisdiction of American labor laws aboard these Honduran flag vessels within American Waters. The Government of the Republic of Honduras is aware that foreign merchant vessels, while within the territorial waters of another nation, could be subject to the authority of that nation just as foreign merchant vessels, while within Honduran territorial waters, could be subject to the jurisdiction of Honduras. Nevertheless, by international comity and custom practiced for hundreds of years, the United States,[2] Honduras, and every other nation of the world have universally refrained from interfering in the internal management of labor relations of foreign flag vessels within their national waters. Nations traditionally refrain from any interference in the internal order and economy of ships while within their territorial waters unless the peace and order of the port are threatened by activities aboard these foreign flag vessels.

Although labor laws governing comprehensively the relationship between employer and employee in land enterprises are relatively new, such regulations governing the compensation and conditions of the employment relationship of captain and crew are ancient. The oldest recorded code of labor law between master and mariners is the Roman-Byzantine law of Rhodes, circ. 800 A.D. Nations from time immemorial have refrained from asserting a right to govern the internal management of labor relations

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[2] *Wildenhus's Case*, 120 U.S. 1, 12.

aboard foreign vessels within their ports except in the humane consideration of hearing a sailor's plea that the captain or the vessel were unfit to go to sea, or more recently in the case of such incidents occuring aboard these vessels which disturb the peace and order of the port.

Labor laws governing maritime employer-employee relationships have been subsumed in the recent labor-management codes of modern societies. Even though the reach of such statutes literally covers all enterprises in territorial waters, the time-honored practice of this comity remains unaltered. To violate this practice now would be to destroy a working understanding which has been subject to the scrutiny of countless generations and left undisturbed. Reason compels this comity. Without this reciprocal arrangement, the order of life aboard each vessel would abruptly change at every port of call. The unwarranted difficulties of commerce so conditioned are too obvious to merit further discussion.

To preserve this tried and proven, common-sense principle of order, the Republic of Honduras must ensure that the comity which preserves this order will be continually practiced. This comity must be preserved lest a successful breach tempt experiment by other nations—until finally every government is forced to seek its own interests or suffer itself to be uniquely disadvantaged.

III. International Law Strictly Prohibits a Violation of Flag State Sovereignty Over Vessels on the High Seas.

The NLRB has asserted the rights of sovereign jurisdiction of American labor laws aboard these Honduran flag vessels on the high seas. International law has carefully declared that the flag state maintains on the high seas the

exclusive rights of sovereignty aboard vessels registered under its laws and flying its flag which it exercises within its geographical jurisdiction. The Permanent Court of International Justice in the case of the *S.S. Lotus* declared in its affirmative judgment on this principle of international law:

> "It is no doubt true that all or nearly all writers teach that ships on the high seas are subject exclusively to the jurisdiction of the state whose flag they fly . . . which is equivalent to saying the jurisdiction of the state over vessels on the high seas is the same in extent as its jurisdiction in its own territory."[3]

To impose alien labor laws aboard foreign flag vessels on the high seas is to intrude and depose the sovereign authority of the flag state to regulate similarly. Such an intrusion is a clear violation of the principle of international law guaranteeing flag state sovereignty on the high seas. National interest does not justify a violation of this or any obligation under international law. The Government of the Republic of Honduras, therefore, rejects this theory of national "contacts" as a basis for the assertion of United States labor laws over its vessels on the high seas.

The United States has an outstanding record of support for the international law of flag state sovereignty on the high seas. Throughout United States history not only has there been repeated affirmation by the Department of State, but this Court has had occasion to establish its recognition of this principle of international law. *U.S.* v. *Rodgers*,

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[3] *The S. S. Lotus*, P.C.I.J., Ser. A: No. 10 (1927), reported in 2 *Hudson* World Court Reports, 20, 41 (1935).

150 U.S. 249, 264. In *Maul* v. *United States*, 274 U.S. 501, 511, this Court expressed its understanding that:

> "The high seas are common to all nations and foreign to none, and every nation having vessels there has power to regulate them and also to seize them for violation of its laws."

Accordingly, this Court has consistently acknowledged the exclusive power and authority inherent in the rights of flag state sovereignty on the high seas. It has declared that a seizure by the United States of a foreign flag vessel on the high seas for a violation of its municipal laws is invalid. *The Antelope*, 10 Wheat. 66.

The NLRB, therefore, cannot enforce on the high seas nor in Honduran waters the jurisdiction it asserts. An interference with Honduran vessels by an agency of the United States Government on the high seas would constitute a violation of the international law of flag state sovereignty.

If any question is raised as to whether the Republic of Honduras is seriously interested in asserting its sovereign rights aboard its flag vessels on the high seas and within its own ports, attention is drawn to the careful and intimate concern which the Republic of Honduras has exercised over the conduct of its maritime enterprises. The *Honduran Organic Act of the National Merchant Marine* of 1943 was recently supplemented in 1959 by the *Honduran Labor Code* which included 45 special provisions regulating the employment relationship between master and mariner aboard its flag vessels, and the working conditions under which these enterprises shall be conducted. A translation of the Honduran Labor Code, including Chapter 7, *Work at Sea and On Inland Waterways*, § 220-265, appears in Appendix B of this brief. The Court's attention is particularly addressed to the provisions stating that a Honduran

union is forbidden to subject itself to foreign authority (§ 499f) and that person may jeopardize the rights of a Honduran Union (§ 469).

It should be noted that the employment security of Honduran seamen is protected in a provision requiring that 90 percent of union membership be citizens of the Republic of Honduras (§ 504) and that 90 percent of the seamen on the master roll of a Honduran vessel be of Honduran nationality (§ 240). As this Court knows, the United States in pursuit of similar interests has an identical policy in requiring 100 percent of the officers and at least 75 percent of the crew of merchant vessels flying the United States flag to be citizens of the United States, Merchant Marine Act, 1936, 46 U.S.C. § 672a, (a)(b).

The interests of seamen on Honduran vessels are guaranteed enforcement because their Honduran union is empowered to represent its individual members before the proper authorities in Honduras on any matter arising out of their employment.[4] An individual seaman far from Honduras, who for any reason has a dispute concerning wages owed to him on any claim, or any treatment to which he has been subjected by his employer arising out of his employment though not connected with his union affiliation, may have his union bring suit on his behalf before the authorities in Honduras for immediate settlement.

The Constitution of the Republic of Honduras declares that in enterprises of national interest, specifically including the merchant marine, it is particularly prohibited to renounce rights and obligations governing the labor relationships of merchant marine enterprises.[5]

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[4] Honduran Labor Code § 491 (4); 492 (2).

[5] Article 116 states that the law shall regulate contracts for merchant marine workers, taking into account the peculiar features involved. Article 122 states that an agency of the Honduran Government is to supervise all labor disputes. Article 132 states: "The rights affirmed in

In the exercise of its governmental concern and responsibility which is required by its Constitution, the Republic of Honduras cannot accept this attempt to assert foreign authority over its vessels.

IV. A Treaty Agreement Between the United States and the Republic of Honduras Confirming International Law and Practice Makes Conclusive the Sovereign Authority of a Nation Over Vessels Registered Under Its Laws and Flying Its Flag.

It must be further noted that the only way in which the United States could apparently avoid the censure of international law would be to claim by asserting this theory of "national contacts" that these vessels flying the flag of Honduras and registered under its laws are to be considered vessels holding the nationality of the United States rather than the Republic of Honduras. The untenability of such a claim need only be briefly set forth.

First, the United States and the Republic of Honduras have formally agreed under Article X of the Treaty of Commerce, Friendship and Consular Rights to recognize the nationality of such vessels as determined by registration under their respective laws.[6]

Secondly, as a matter of international law, a vessel is given the national character of the nation under whose

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this chapter cannot be renounced. Any stipulations that restrict or suppress them shall be null and void." These Articles appear in full text at Appendix A, herein.

[6] *Article X.* Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties, and carrying the papers required by its national laws in proof of nationality shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the Party whose flag is flown. *Treaty of Commerce, Friendship and Consular Rights of 1927,* (*supra,* p. 6).

laws it is registered.[7] The United States Department of State[8] and this Court[9] have given continued recognition, along with the rest of the nations of the world, to this principle of international law.

Third, it is a practice of nations to identify the nationality of merchant vessels on the high seas by their registration.[10] It is on the basis of registration that the national rights and obligations under maritime conventions for the order of the sea are attributed to one state rather than another. The disruption of the orderly processes whereby nations acknowledge their duties and obligations by virtue of a vessel's registration would have most unfortunate results. The whole system of international conventions for the orderly and safe conduct of commerce on the high seas is regulated, conditioned, and given force by the conclusive character of a vessel's nationality determined by its registration under the laws of a particular nation.

Were the national character of a vessel made uncertain because of the changing characteristics of the nationality of its ownership, or the shareholders of a vessel's owner, the way would be open to avoid all treaty responsibilities and obligations which are made incumbent upon the nation to which the vessel is ascribed. Once the prerogatives of the flag state are usurped and attributed to the nationality of any interest in a vessel's ownership, then the evasion of

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[7] *The Muscat Dhows Case* (*France* v. *Great Britain*), (1905), *The Hague Court Reports*, 93, 96, 100, (Scott ed. 1916). 1 *Oppenheim's International Law* (8th ed. Lauterpacht 1955), p. 330. Higgins & Colombos, *International Law of the Sea* (4th Rev. ed. 1959), p. 250.

[8] *The Virginius*, II Moore's Digest, 895 (1874).

[9] *The Merritt*, 84 U.S. (17 Wall) 582, 586; *Lauritzen* v. *Larsen*, 345 U.S. 571, 584.

[10] Rienow, *The Test of the Nationality of a Merchant Vessel*, at pp. 42-49, 73-78, 79-116, 187, provides an adequate description.

flag state responsibilities by virtue of the same reason could hardly be contained.[11]

V. A Treaty Agreement Between the United States and the Republic of Honduras Prohibits Discriminatory Treatment of Each Other's Merchant Vessels Within Their Territorial Waters Which Differs from That Accorded to the Vessels of a Nation More Favored.

The United States and the Republic of Honduras have agreed under Article VII of the Treaty that neither nation shall discriminate against the other in their treatment of vessels of their respective registry entering their national waters and ports. The two nations agreed that "the nationals of each of the High Contracting Parties equally with those of the most favored nation shall have liberty freely to come with their vessels and cargo, to all places, ports, and water of every kind within the territorial limits of the other which are or may be opened to foreign commerce and navigation."

If the NLRB asserts its jurisdiction over particular vessels of the Republic of Honduras, the question is immediately raised whether such action could be considered discriminatory by imposing unusual conditions upon their "liberty freely" to enter United States waters and dock at United States ports, and thereby violate this treaty obligation of the United States requiring most favored nation treatment for Honduran vessels.

The Government of the Republic of Honduras must further draw the attention of the Court to certain other treaty

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[11] This was particularly the concern of the International Court of Justice when it rejected this notion that ownership could be considered a criteria for determining the category of a vessel's nationality. Re: *Constitution of the Maritime Safety Committee of the Inter-Governmental Maritime Consultative Organization*, Advisory Opinion, June 8, 1960. I.C.J. Reports 1960, p. 150.

obligations of the United States with the Republic of Honduras which are called into question by this attempted exercise of jurisdiction by the National Labor Relations Board.

Article XXII of the Treaty of Friendship, Commerce and Consular Rights, (Supra) now in force between the United States and Honduras stipulates that:

> "A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, . . . such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit."

This clearly contemplates the exclusive jurisdiction of Honduras with respect to labor matters abroad Honduran vessels within the national waters of the United States. There was no understanding that the proviso with respect to local laws covered anything more than the settlement of obligations on contracts already formed abroad.

But in a larger sense, it is not only the preservation of its rightful sovereignty over its vessels which prompts the Government of Honduras to commit itself so totally to the perfection of its rights. The National Labor Relations Board by destroying principles of international law and practice, does severe violence to the foundations of obligation and order among full and equal sovereigns. The extension of labor regulations is necessarily an attempt to foreclose any other sovereign from exercising similar authority. This direct attempt to inhibit and limit the power of a sovereign within its own jurisdiction is most clearly

an unquestionable violation of that fundamental principle of international law which prohibits such interference.

The NLRB assumes the position that the observance of this basic international law shall not be incumbent upon the United States when it determines that a favorable balance of United States "contacts" exists with respect to a foreign enterprise.

In this case, the National Labor Relations Board acting with the authority of the United States has declared that there are sufficient "contacts" to extend its sovereign jurisdiction over a foreign enterprise when it is financed by United States citizens and engages in some commerce with the United States. This has obvious and regrettable implications. The majority of the community of nations are struggling to strengthen their economies and so raise their standard of living. A major factor in this global effort is foreign investment in enterprises which often become productive for such development by their engaging in commerce with the country of the investors. Investment by citizens of the United States is one of the great motive forces in this world-wide effort, but the decision of the National Labor Relations Board could seriously jeopardize the possibility of continued progress.

For these reasons the Republic of Honduras is resolutely committed to prevent the application of the United States Labor Laws over its vessels. In the light of these same reasons, we respectfully ask this Court to continue to deny the extension of American labor laws to foreign flag vessels as it has done recently in the case of *Benz* v. *Compania Naviero Hidalgo*, 353, U.S. 138, 143-4.

Conclusion

This Court should reaffirm the principle of international law prohibiting interference with the sovereignty of nations within their territorial domain, the principle of international law prohibiting interference with flag state sovereignty on the high seas and the universal practice and custom of nations in affording comity in foreign ports proscribing the extension there of domestic labor laws over foreign flag vessels.

It is respectfully urged, therefore, that this Court should reject this unfounded extension of jurisdiction of the United States National Labor Relations Board.

Respectfully submitted,

JAMES F. SAMS,
THORBURN REID,
Counsel for THE GOVERMENT OF THE REPUBLIC OF HONDURAS.

Dated: November 19, 1962

Certified:

Céleo Dávila,
Ambassador of the Republic of Honduras to the United States of America.

APPENDIX A

Provisions of the Constitution of the Republic of Honduras

Relevant Provisions of the Constitution of the Republic of Honduras of 1957

Title V

Social Guarantees

Chapter II

Labor and Social Welfare

. . . . . .

Article 116. The law shall regulate contracts for railroad, mine, merchant marine, and aviation workers, taking into account the peculiar features involved.

. . . . . .

Article 122. A labor jurisdiction is established, to which will be submitted all disputes arising from relations between capital and labor. The law shall establish rules governing this jurisdiction and the agencies by which it is to be put in practice.

. . . . . .

Article 132. The rights affirmed in this chapter cannot be renounced. Any stipulations that restrict or suppress them shall be null and void.

APPENDIX B

Translation of the Honduran Labor Code

International Labour Office

Legislative Series 1959—Hon. 1

HONDURAS 1

Labour Code

Decree No. 189, to promulgate a Labour Code. Dated 1 June 1959. (*La Gaceta*, 15-18 and 20-23 July 1959, Nos. 16827-16834.)

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Part I. General Provisions

SOLE CHAPTER. GENERAL PROVISIONS

1. This Code governs the relationships between capital and labour, establishing them on a basis of social justice so as to guarantee the worker such conditions as are necessary for a normal life and ensure that capital obtains a fair return on its investments.

2. The provisions of this Code render any agreement to the contrary null and void and are binding on all undertakings, businesses, establishments and natural persons. The foregoing does not apply to—

(1) agricultural and stockbreeding concerns not permanently employing more than ten workers;

(2) public servants employed by the national, departmental and municipal authorities. The term "public servant" means any person whose post has been created by the Constitution or by law, executive decree or municipal order.

The relationships between the state, departmental and municipal authorities and their employees shall be governed by such civil service laws as may be published;

(3) such provisions as are stated by this Code to be applicable only to specified persons or undertakings.

In the event of a serious national emergency, workers employed on state projects and paid out of the relevant appropriations shall be subject to the provisions of this section.

3. All transactions or stipulations implying any relinquishment, reduction or misrepresentation of the rights conferred on workers by the Constitution, this Code, the regulations made thereunder and the other labour and social welfare laws shall be *ipso*

jure null and void, even if contained in a contract of employment or any other kind of agreement.

4. The expression " worker " means any natural person hiring his services, whether physical or intellectual, or both, to any other person or persons, whether natural or artificial, in return for the payment of remuneration under a contract of employment or an employment relationship.

5. The expression " employer " means any natural or artificial person under private or public law using the services of one or more workers under a contract of employment or an employment relationship.

6. The following shall be deemed to be representatives of the employer and as such shall commit him in their relations with the other workers: directors, managers, administrators, masters of vessels and, in general, all persons discharging managerial or administrative duties on behalf of any other person.

7. The expression " middleman " means any natural or artificial person under private or public law who in his own name engages the services of one or more workers for the performance of any job on behalf of an employer. The latter shall be jointly liable for the actions of the former vis-à-vis the worker or workers for all legal purposes under the Constitution, this Code, the regulations made thereunder and the social welfare laws.

8. In the event of a conflict between the labour or social welfare laws and any other law, the former shall prevail.

No such rule shall apply as between the social welfare laws and the labour laws.

9. Every contract of employment shall be open to review if unforeseen and important changes occur in the normally prevailing economic situation.

Where application is made for the review of a contract of employment, the procedure laid down in section 71 shall be observed.

10. It shall not be lawful to take any form of reprisals whatsoever against workers with the object of preventing them either wholly or in part from exercising the rights conferred on them by the Constitution, this Code, the regulations made thereunder or the other labour and social welfare laws or by reason of their having exercised or attempted to exercise such rights.

11. It shall not be lawful for any person to employ a number of Honduran workers representing less than 90 per cent. of the total staff or to pay them less than 85 per cent. of the total wages earned in the undertaking concerned.

Both percentages may be altered—

(a) if there is an obvious need to do so to protect and encourage the national economy, to make good a shortage of Honduran technicians in any particular activity or to safeguard Honduran workers who have furnished evidence of their abilities. In such circumstances the Executive shall have power to issue a substantiated decision issued through the Ministry of Labour and Social Welfare, either reducing both percentages by not more than 10 per cent. for a period of five years in any undertaking or increasing them to such an extent that alien workers are eliminated.

Where the Ministry authorises a reduction in the above percentages, it shall require the undertakings concerned—

(1) to carry out effective training programmes for Honduran workers at once;

(2) to submit detailed reports every six months, or whenever so requested by the Ministry of Labour and Social Welfare, showing the posts occupied by aliens and the qualifications, skills and duties attaching thereto. Where the General Inspectorate of Labour, after due investigation, declares that Honduran workers are capable of filling the specialised posts efficiently, the Ministry of Labour and Social Welfare shall request the undertaking to substitute a Honduran worker for the alien;

(b) if persons immigrate with the permission and under the supervision of the Executive or have been recruited by the Executive under contract and enter or have entered the country to work in the establishment or development of agricultural or stock-breeding settlements or social welfare or cultural institutions; or if the workers concerned are of Central American origin.

In all the cases mentioned above the extent of the alteration shall be fixed at the discretion of the Executive: Provided that the order issued through the Ministry of Labour and Social Welfare shall clearly state the reasons for the alteration and its duration and extent.

In calculations made for the purposes of the first paragraph of this section all fractions shall be disregarded and, if the total number of workers is not more than five, four of them shall be Hondurans.

The provisions of this section shall not apply to the managers, directors, administrators, supervisors and departmental chiefs of undertakings, on condition that there are not more than two of them in any single undertaking.

Any pretence of being a society and, in general, any transaction or contract contravening the foregoing provisions shall be *ipso jure* null and void and shall render the offender liable to the appropriate penalties.

12. It shall not be lawful to discriminate against any person on grounds of race, religion, political belief or economic situation in any social welfare, educational, cultural, recreational or commercial establishment operated for the use or benefit of the community in any undertaking or workplace, whether under private or state ownership. The social standing of a worker or his access to any of the establishments covered by this section shall not depend on the amount of his remuneration or the importance of his job.

13. No person shall be denied freedom of passage over any highway or other public road leading to a centre of employment or be prevented from transporting goods over any such highway or road if the goods are intended for sale in such centre of employment.

14. It shall not be lawful to hamper the freedom of trade in centres of employment. Only such fees or taxes shall be levied in connection with such trade as are prescribed by law.

15. No alcoholic beverages or narcotic drugs shall be sold in or brought into any centre of employment, nor shall any person engage in cock-fighting, games of chance or prostitution in any such place. It is understood that this prohibition is limited to a 3-kilometre radius around any centre of employment located outside a town or village, since towns and villages are subject to the provisions of the appropriate laws and regulations.

16. It shall not be lawful to use a foreign language in any order, instruction, notice or communication issued to the workers.

Posts involving the immediate direction or supervision of work shall be held by Spanish-speaking persons.

17. No charges for stamped paper or for stamps shall be levied in connection with any legal transaction, document or record drawn up in the presence of the labour, judicial or administrative authorities in application of this Code, the regulations made thereunder or the other labour or social welfare laws.

The same shall apply to contracts and agreements, whether individual or collective.

No charge shall be made for the services rendered by officials of the labour authorities to private persons.

18. Matters not covered by this Code, the regulations made thereunder or the other labour laws shall be settled, firstly, in accordance with the principles of labour law, secondly, in accordance with equity, custom and local usage, having regard to the said principles, and lastly, in accordance with the provisions of the Conventions and Recommendations of the International Labour Organisation and the principles of ordinary law, judicial practice and legal theory.

Part II. Contracts of Employment

Chapter I. Individual Contracts of Employment

Definition and General Principles

19. The expression "individual contract of employment" means a contract whereby a natural person undertakes to do a job or hire his personal services to some other person, whether natural or artificial, under the continuous authority or direction of the latter and in return for remuneration.

The expression "continuous authority" implies an obligation on the worker to carry out the employer's orders and instructions, whether given in person or through some other person, in all matters relating to the job done.

20. For a contract of employment to exist there must be the following three essential elements:

(a) personal activity on the part of the worker, i.e. activity performed by the worker himself;

(b) continuous authority or direction exercised by the employer over the worker, whereby the employer has the right to require the worker to carry out his orders at any time with respect to the manner, hours or quantity of work, and to make him subject to certain rules. Such authority or direction shall be maintained throughout the period of the contract; and

(c) a wage as the remuneration for the services performed.

Given the three elements indicated in this section, a contract of employment shall be deemed to exist and shall not cease to exist simply by reason of the name given to it or by reason of any other conditions or stipulations to which it is made subject.

21. It shall be presumed that every personal employment relationship is governed by a contract of employment.

22. A worker may make contracts of employment with two or more employers, save where he has agreed to hire his services to one employer to the exclusion of all others.

23. A worker may share in the profits or takings of his employer, but never in his risks or losses.

24. Where a contract of employment is related to or concurrent with any other contract or contracts, it shall not cease to be a contract on that account and shall accordingly be subject to the provisions of this Code.

25. Every individual contract of employment shall be deemed to include at least the guarantees and rights conferred on workers

by the Constitution, this Code, the regulations made thereunder and the other labour and social welfare laws.

26. A contract of employment shall imply an obligation in respect of whatever is specifically agreed to and whatever consequences arise therefrom in accordance with the law, custom, usage or equity. If an individual contract of employment does not expressly indicate the services to be performed, the worker shall be required to do only such work as is consistent with his strength, aptitudes and state of health and as is similar in nature to the work done in the business, activity or trade in which the employer is engaged.

27. Failure to give effect to an individual contract of employment or employment relationship shall imply liability only for those persons whose economic responsibility (i.e. for the services or payments prescribed in this Code, the regulations made thereunder and the other labour and social welfare laws) is thereby involved; in no circumstances may coercion be exercised against any person.

28. A change of employer shall not affect an existing contract of employment. For a period not exceeding six months the former employer shall be jointly liable with the new employer for contractual or statutory obligations originating prior to the date of the change; on the expiry of this period liability shall rest solely with the new employer.

29. In the absence of any written stipulation the terms of the contract shall be deemed to be those laid down by law, and in the absence of any statutory terms shall be deemed to be those established by local usage and custom for the type and category of work or services in question.

30. The responsibility for the absence of a written contract as required by this Code shall be attributable to the employer. If an employer fails to make a written contract or does not comply with any of the requisite formalities, it shall be assumed in the event of a dispute that the conditions of employment claimed by the worker are correct, without prejudice to any proof to the contrary.

Chapter II. Capacity to Make Contracts

31. Any person who has reached the age of 16 years shall have capacity to make an individual contract of employment.

32. Persons under the age of 14 years and persons who have reached this age but are still legally required to attend school shall not be employed in any kind of work.

The authorities responsible for supervising the work of such young persons may grant permission for them to be employed, if they consider that such employment is essential to the subsistence of the young persons themselves, their parents or their brothers or sisters, and the young persons are not thereby prevented from satisfying the minimum requirements of compulsory education.

In the case of persons under 16 years of age the hours of work shall fall during the day-time and shall not exceed six a day and 36 a week in any kind of work.

33. Any person under the age of 16 years shall require written permission from his legal representative or, where there is no legal representative, from a labour inspector. Where there is no labour inspector, the permission shall be given by the chairman of the district council or the mayor of the municipality in whose sphere of jurisdiction the contract is to take effect, without prejudice to the provisions of the Young Persons Act.

Such permission shall be given if the official is of the opinion that the young person will not suffer any obvious physical or moral harm by engaging in the occupation in question.

Once permission has been given, the young person may receive his wages directly and, where necessary, institute legal proceedings for the purpose.

34. If an employment relationship is established with a young person otherwise than in accordance with the preceding section, the presumed employer shall be bound to fulfil all the obligations arising out of the contract: Provided that the appropriate labour official shall have power, either on his own initiative or at the request of the party concerned, to order the relationship to cease and impose a fine on the employer.

35. Apart from young persons, as prescribed in section 33, insolvent and bankrupt persons shall also have capacity to make contracts in connection with their work.

The capacity referred to in the preceding paragraph shall apply only for the purposes of employment and shall accordingly not affect the status of the young person or the disability of the insolvent or bankrupt person in any other respect.

The fact that an employer has been declared to be under legal disability shall not invalidate any transactions or contracts that he may have made with his workers prior to the declaration.

Chapter III. Terms and Conditions of Contracts

Written Contracts

36. Every contract of employment and every amendment thereto or extension thereof shall be made in writing, save as provided in section 39 of this Code, and shall be drawn up in as

many copies as there are parties, one copy being kept by each. The employer shall be required to conserve his copy and produce it if so requested by a labour authority.

Failure to comply with these formalities shall not invalidate the contract, but shall afford grounds for invoking the provisions of sections 30 and 41.

37. Every written contract of employment shall contain the following particulars:

(a) the full name, age, sex, civil status, trade or occupation, domicile, origin and nationality of each of the contracting parties, and the number, place and date of issue of their identity cards (where they are not required to be in possession of such cards, reference shall be made to some other authentic document, or proof of their identity shall be established by two reliable witnesses, who shall also sign the contract);

(b) the services which the worker has undertaken to perform or the nature of the work to be done, with an indication, where possible, of the features and conditions of the work;

(c) the duration of the contract or a statement to the effect that it is for an unspecified period, and an indication of the date on which work is to begin. Where the employment relationship started before the contract was prepared in writing, an indication shall also be given of the date on which the worker began to hire his services to the employer;

(d) the place or places where the services are to be performed or the work is to be done;

(e) the exact place where the worker is to live, if the services are to be performed in a place other than his usual place of residence and the employer undertakes in virtue of the contract to provide accommodation;

(f) the length of the working day and the hours of starting and finishing work;

(g) whether the work is to be done at time, job or piece rates or at two or more such rates simultaneously, depending on the requirements of the job;

(h) the wage, earnings, commission or shares in profits that the worker is to receive, and whether the remuneration is to be calculated at time or piece rates or in any other manner and the form, intervals and place of payment.

Contracts specifying that the wages are to be paid at piece rates shall indicate the quantity and quality of the materials, equipment and tools that the employer undertakes to supply, their state of repair and the time for which the worker may keep them at his disposal.

No employer may require a worker to pay any sum whatsoever in respect of the normal wear and tear or accidental

destruction of tools in connection with their use for the job done;

(i) the full names of any persons living with the worker and financially dependent on him;

(j) any benefits provided by the employer in the form of accommodation, light, fuel, food, etc., if he has undertaken to provide them, together with their estimated value;

(k) any other terms agreed between the parties;

(l) the place and date of making the contract; and

(m) the signatures of the parties. Where either party is unable to sign, the fact shall be mentioned; his fingerprint shall then be affixed to the contract and another person shall sign on his behalf.

38. The Ministry of Labour and Social Welfare shall print standard forms of contract for each category of employment.

Oral Contracts

39. A contract of employment may be made orally if it relates to—

(a) domestic service;

(b) casual or temporary employment not exceeding 60 days in length;

(c) a specific piece of work to a value not exceeding 200 lempiras, on condition that, if a time limit has been fixed for the delivery of the work, such time limit is not longer than 60 days; and

(d) agricultural and stockbreeding work, save in the case of industrial or commercial undertakings deriving from agriculture or stockbreeding.

40. Where a contract is made orally, the employer and the worker shall be in agreement on at least the following matters:

(1) the nature of the work and the place where it is to be done;

(2) the amount and form of the remuneration, i.e. whether it is payable at time, job or piece rates or in some other manner, and the intervals of payment; and

(3) the duration of the contract.

41. The existence of an individual contract of employment shall be proved by means of an appropriate document or, where there is no such document, by a presumption under section 21 or by the general forms of evidence. The witnesses may be workers in the employer's service.

42. Where a contract of employment is for the performance of services within the Republic, but at a place which is not the worker's normal place of residence, the employer shall be required to pay the worker, if he has caused him to change his place of residence in order to use his services, a reasonable sum in respect of his return travelling expenses and those of his family who were living with him and were financially dependent on him at the time when the contract was made, or shall provide the necessary means of transport. If the parties do not agree on the amount of such expenses, they shall request the appropriate labour inspector to fix the amount on their behalf. If a worker, instead of returning to his place of origin, prefers to settle at some other place, he shall be entitled to the payment by his employer of the travelling expenses, up to the amount due in respect of his return to his place of origin.

In cases covered by the preceding paragraph the employment relationship shall be deemed to start on the commencement of the outward journey.

No worker shall be entitled to his travelling expenses for the return journey if the contract is terminated through his own fault or at his own request.

If the centre of employment is more than 2 kilometres distant from the worker's normal place of residence, the employer shall also be required to pay his travelling expenses to and fro.

No employer shall be required to pay the travelling expenses referred to in the preceding paragraph if the centre of employment can only be reached over an unmetalled road.

Employment Abroad

43. Every contract of employment concluded by a Honduran worker for work or services outside the country shall be made in writing, approved by the Ministry of Labour and Social Welfare and countersigned by the consul of the country where the work or services is or are to be performed, or otherwise by the consul of a friendly nation. To be entirely valid the contract shall also comply with the following requirements:

(a) The recruiting agent or the undertaking on whose behalf he is acting shall furnish proper evidence that he or it has a duly authorised representative who is permanently resident in the capital of the Republic and who will be so resident for the entire period covered by the contract or contracts, and who has sufficient powers to settle any matters raised by the workers or their dependants in connection with the performance of the agreed provisions.

(b) Contracts for the recruitment of Honduran workers shall contain clauses covering at least the following matters: the place to which the workers are to be conveyed; the type of work

on which they are to be employed; the number of hours of work per day; the duration of the contract; the wages to be paid; the food, lodging and medical services to be provided; the manner of their conveyance; and the manner and conditions in which they are to be repatriated.

(c) The expenses incurred in conveying such workers from the place where they normally live to their place of employment abroad, including any expenses incurred in crossing frontiers or complying with migration and other similar laws, shall be borne by the employer alone.

Such expenses shall also include those incurred in connection with any persons or dependants travelling with the worker, if they have been permitted to accompany him.

(d) The recruiting agent or the undertaking on whose behalf he is acting shall deposit with a Honduran bank, to the order of the Ministry of Labour and Social Welfare, an amount of caution money to be fixed by the aforesaid Ministry, or, failing that, shall provide sufficient security to cover both the repatriation expenses of the workers and any persons or dependants permitted to accompany them and the payment of any claims made and proved before the national labour authorities, which shall enjoy exclusive competence in ordering the payment of any compensation or benefits due in this regard.

The contract shall also prove that an institution of recognised solvency in the Republic of Honduras has agreed to be jointly responsible with the agent or undertaking for the cost of repatriating the workers, and those of their dependants who have left the country with them, to their place of origin.

Repatriation shall be effected on the termination of the contract, for whatever reason, save where the workers or the persons or dependants accompanying them formally indicate their intention not to return to Honduras. Repatriation shall be to the original place of residence.

Where the workers or the persons or dependants accompanying them do not wish to return to Honduras, they shall formally state the fact in the presence of a Honduran diplomatic or consular representative.

The caution money or security shall be returned in whole or in part as soon as the recruiting agent, the undertaking on whose behalf he is acting, or their duly authorised representative proves that the commitments under all or any of the contracts and under this section have been discharged.

44. The Ministry of Labour and Social Welfare shall not approve any contracts covered by the preceding section if—

(a) the workers are under age;

(b) the workers do not afford a satisfactory guarantee that maintenance payments will be made to the persons financially dependent on them;

(c) the emigrant workers are deemed to be necessary to the national economy, in which case the Ministry of Labour and Social Welfare shall make a detailed and substantiated statement of the need; and

(d) the contracts are considered to prejudice the dignity of the Honduran workers concerned or may otherwise be detrimental to them.

45. The restrictions imposed by the two preceding sections shall not apply to qualified professional workers or technicians whose work requires very high qualifications.

Other Types of Contracts

46. An individual contract of employment may be made for—

(a) an unspecified period, where no date is indicated for its termination;

(b) a specified period, where a date is indicated for its termination or where provision is made for a particular fact or circumstance, such as the completion of a civil engineering project, which inevitably implies the termination of the employment relationship. In this second case account shall be taken of the worker's activity as such, as covered by the contract, and not of the outcome of the project; and

(c) a specified piece of work or service, where the sum paid for the worker's efforts from start to finish is calculated as a lump sum, account being taken of the outcome of the project or the results achieved by the work done.

Even where a worker receives part-payment on account in respect of the work done or to be done, an individual contract of employment shall be deemed to be made for a specified piece of work if the conditions indicated in the preceding paragraph are fulfilled.

A contract made for a specified piece of work or service shall remain in force until the piece of work or service is completed.

Where no period is specified, the duration of a contract shall be taken to be that established by custom.

47. A contract for work in an undertaking which is by nature permanent or continuous shall be deemed to have been made for an unspecified period, even where a period is specified therein, if on the expiry of the contract the cause out of which it arose or the occasion for the performance of similar or identical work or services still exists.

The period of service shall be reckoned from the date of commencement of the employment relationship, whether or not this coincides with the date on which the contract was prepared in writing.

Contracts for a specified period or piece of work shall accordingly be regarded as exceptional and may be made only in cases where the casual or temporary nature of the piece of work or service so requires.

48. Any clause in a contract of employment whereby a worker undertakes to hire his services for a period exceeding one year shall be null and void, but shall only be declared to be so if the worker so requests. The same shall apply to services requiring special technical training, where the duration of the contract is longer than five years.

Notwithstanding the foregoing, any contract made for a specified period may be expressly or tacitly renewed. It shall be deemed to have been tacitly renewed if the worker continues in the employer's service and the latter raises no objection.

Period of Probation

49. The initial period of any contract of employment shall be a period of probation, which shall not exceed 60 days; its purpose is to enable the employer to assess the worker's aptitudes, and the worker to assess the conditions of employment.

Remuneration shall be paid in respect of the period of probation and if, on its expiry, neither of the parties signifies his wish to terminate the contract, the contract shall remain in force for an unspecified period.

50. The period of probation shall be specified in writing; if it is not, the services performed shall be deemed to be governed by the general provisions of the contract of employment.

In the contracts of employment of domestic servants the first 15 days of service shall be deemed to be a period of probation.

51. Where the period of probation specified is shorter than the permissible maximum, the parties may profong it before the expiry of the period originally stipulated: Provided that the total length of the period of probation shall not exceed 60 days.

52. During the period of probation either of the parties may terminate the contract if he so desires, with or without just cause, without incurring any liability.

Workers serving a period of probation shall be entitled to all benefits, except those of notice of termination and dismissal compensation.

If a fresh contract is made within one year between the same parties and in respect of the same type of employment, the second

contract shall be deemed to be for an unspecified period; in this case no period of probation shall be served.

Chapter IV. Collective Labour Agreements

53. The expression "collective labour agreement" means any written agreement relating to conditions of employment and work entered into by an employer, a group of employers or one or more organisations of employers, on the one hand, and one or more organisations of workers, the representatives of the workers employed in one or more undertakings, or the representatives of one or more temporarily constituted groups of workers, on the other.

Any decision of a conciliation board that has been agreed to by the parties shall also be treated as a collective labour agreement.

Not more than one collective labour agreement shall apply in any undertaking. If more than one such agreement in fact exists, the date of the earliest shall be deemed to be the date of the only agreement existing for all legal purposes. The agreements made later shall be deemed to be incorporated in the earliest agreement, save as may be provided to the contrary.

54. Every person employing workers belonging to a trade union shall be required to conclude a collective agreement with the trade union, if it so requests.

If two or more trade unions exist in any undertaking, the agreement shall be made with the union having the largest number of workers for bargaining purposes; the stipulations of the agreement shall not be less favourable to the workers than those contained in the contracts in force in the undertaking.

Purpose

55. The purpose of a collective agreement is to lay down the general conditions of work in an establishment, a number of establishments or a particular economic activity.

56. The expression "general conditions of work" means all matters relating to hours of work, weekly rest, annual leave, wages, discipline, safety and health, general conditions of employment and all matters relating to the rights and duties of the parties and the services to be performed or payments made by them.

As a general rule a collective agreement may contain provisions on any matter, subject to the condition that its purpose is lawful.

A collective agreement need not, in order to be valid, contain provisions on all the various conditions of work.

A collective agreement may be concluded solely or partly for the purpose of governing apprenticeship and the employment of women and young persons.

Capacity to Contract and Manner of Proving Capacity

57. Employers entering into a contract, whether individually or jointly, shall prove their capacity to contract in accordance with the ordinary law.

The representatives of workers or employers who are not organised in occupational associations shall prove their representative status by means of the minutes of an assembly or meeting which have been signed by those present.

The representatives of a workers' or employers' organisation shall prove their capacity to contract by producing one of the following: the rules of the organisation (if such rules authorise the members of the managing committee to conclude collective agreements); documentary evidence of their appointment to office; the rules of the organisation and the minutes of the meeting authorising the conclusion of the collective agreement (if no express provision therefor is made in the rules); or documentary evidence of their appointment as representatives, which may be contained in the minutes of the meeting.

Every person signing a collective agreement must be of age.

Manner of Concluding Collective Agreements

58. Every collective agreement shall be drawn up in the form of a public or a private instrument in at least three identical copies, one for each of the parties and one for the General Directorate of Labour. The contracting parties may make such additional copies as they wish.

59. Every collective labour agreement shall indicate the full names of the parties making it, shall incorporate such stipulations of the written contracts of employment as are in keeping with its nature, and shall set forth clearly and in detail the matters, undertakings or activities and occupational categories of workers covered, and the locality, region or territory to which it relates.

Legal Effects of Collective Agreements

60. Every collective agreement shall be binding on the signatories and the persons in whose name it is concluded.

The provisions of a collective agreement shall apply to all workers in the categories concerned who are employed in the undertakings covered, unless express provision to the contrary is made in the agreement.

No employer or worker bound by a collective agreement shall conclude an individual contract of employment containing provisions contrary to those of the agreement.

No collective agreement shall contain provisions less favourable to the workers than those contained in the contracts of employment in force in the undertaking concerned.

Any provisions of an individual contract of employment that are contrary to those of the collective agreement shall be null and void and shall be deemed to be superseded *ipso jure* by the corresponding provisions of the collective agreement.

Provisions of individual contracts of employment that are more favourable to the workers shall not be deemed to be contrary to the collective agreement.

The provisions of a collective agreement shall not be deemed to be contrary to law if they are more favourable to the workers.

Statutory provisions shall invariably prevail over those of a collective agreement, and those of a collective agreement over those of individual contracts of employment, save as otherwise prescribed in the preceding paragraphs.

61. A clause whereby an employer undertakes to admit to employment only such workers as are members of a trade union may be lawfully included in a collective labour agreement. Such clause and any others granting privileges to workers who are members of a trade union shall not be applied to the detriment of workers who are not members of the contracting union and who were already employed in the undertaking when the agreement was made.

62. If, after signing a collective labour agreement, the employer ceases to be a member of the employers' organisation or group which concluded the agreement, such agreement shall continue to govern the relationships between the said employer and the union or unions to which his workers belong and by which the agreement was concluded.

63. Where a workers' union or group which was a party to a collective labour agreement is dissolved, its members shall continue working in accordance with the conditions laid down in the agreement.

Liability

64. A workers' union that has signed a collective agreement shall be liable both for the direct commitments arising out of the agreement and for the performance of any commitments devolving on members of the union, save in the statutorily or contractually prescribed cases where the agreement is merely suspended, and shall have capacity to exercise such rights and institute such pro-

ceedings as are within its own direct sphere of competence or are within the sphere of competence of any of its members. For this purpose each of the contracting parties shall set aside a sufficient sum of money as a guarantee; where no such sum is set aside, the assets of each contracting party shall be deemed to be the guarantee of its commitments.

Proceedings

65. Trade unions that are parties to a collective agreement may institute proceedings in connection with the agreement in order to secure its performance and the payment of any damages that may be due. Such proceedings may be instituted against —

I. the other trade unions that are parties to the agreement;

II. members of the other trade unions that are parties to the agreement;

III. its own members; and

IV. any other person bound by the agreement

66. Any person bound by a collective agreement may institute proceedings in connection with the agreement in order to secure its performance and the payment of any damages that may be due. Such proceedings may be instituted against other persons or trade unions bound by the agreement if the failure of the latter to discharge the agreement is to the personal detriment of the former.

67. Where proceedings in connection with a collective agreement have been instituted by any person or trade union, the other trade unions concerned in the agreement may intervene in the dispute if its solution is likely to affect the collective interests of their members.

Presumed Duration of Agreements

68. Where the duration of a collective agreement has not been expressly stipulated or is not determined by the nature of the work, the agreement shall be deemed to be made for a period of one year and thereafter from year to year.

Automatic Renewal

69. If a collective agreement contains no other stipulations to the contrary, it shall be deemed to be renewed for one year at a time, reckoned from the date indicated for its termination, unless all or any of the parties state in writing within the 60 days immediately preceding the said date that they wish to terminate it.

Denunciation

70. Where one of the parties, or both parties independently, produces or produce a written statement indicating an intention to terminate a collective labour agreement, such statement must, to be valid, be submitted in triplicate to the local labour inspector (or, where there is no such inspector, to the mayor), who shall annotate it to the effect that it has been received, and indicate the place, date and time.

The original text of the denunciation shall be transmitted by the inspector (or mayor) to the party for which it is intended; the copies shall be reserved for the General Directorate of Labour and the party denouncing the agreement.

Once notice of the denunciation of a collective agreement has been given in this way, the agreement shall continue in force until a new agreement has been signed.

Review

71. Every collective agreement shall be open to review if unforeseen and important changes occur in the normally prevailing economic situation. Where the parties do not agree on the alterations to be made in consequence of such changes, the matter shall be decided by the labour courts; pending their decision the agreement shall remain in force in its entirety.

Conclusion and Effects of Collective Covenants

72. Covenants concluded between employers and workers who are not members of a trade union shall be subject to the provisions governing collective agreements: Provided that such covenants shall apply only to the persons who have concluded them or who subsequently adhere to them.

Extension of the Effects of Collective Agreements

73. On receipt of a substantiated recommendation from the Ministry of Labour and Social Welfare, the Executive may extend the application of all or any of the provisions of a collective agreement to all the workers and employers not originally covered by it, on condition that they come within its occupational or territorial scope.

In ordering such an extension, account shall be taken of the following elements of appreciation:

(1) the need for or desirability of ensuring an adequate standard of living for the working population;

(2) the need for or desirability of ensuring that equal or uniform conditions of work prevail within a given economic sector or in similar economic sectors;

(3) the need for or desirability of ensuring that workers in similar circumstances enjoy equality of treatment and opportunity;

(4) the need for or desirability of preventing economic competition based on inequalities in the treatment accorded to the working population; and

(5) the social and economic consequences of extending the agreement.

74. The Ministry of Labour and Social Welfare shall make the aforesaid recommendation either on its own initiative or at the request of one or more organisations of workers or employers; in the recommendation it shall indicate the views of the Ministry of Economic Affairs, which shall be consulted beforehand.

If the Executive considers that the matter is worthy of consideration, it shall issue instructions for the collective agreement and the ministerial recommendation to be published in *La Gaceta* on three consecutive days and shall fix a time limit of 15 days for any employers and workers who may be affected by the recommendation to submit their arguments for or against it to the Ministry of Labour and Social Welfare in writing.

Once this time limit has expired and after considering all the relevant documents, the Executive shall issue a decision dismissing the matter or extending the collective agreement in whole or in part.

Where the matter is dismissed, it may only be reopened if a new recommendation is made, the procedure followed being that laid down in this section.

If an order is made extending a collective agreement in whole or in part, the Executive shall indicate in the order the date from which the extension will be binding on the employers and workers concerned; this date shall not be earlier than the date on which the order is published in *La Gaceta*.

75. It shall not be an obstacle to the extension of a collective agreement that collective agreements covering the undertakings or workers affected thereby already exist, if the Executive considers that they are less favourable to the workers or that the elements of appreciation mentioned in section 73 so justify.

76. Where an extension is ordered by the Executive, its duration shall be the same as that of the collective agreement itself; the necessary notice of any revisions, renewals or extensions shall be published by the Ministry of Labour and Social Welfare.

Interpretation of Collective Agreements

77. The parties may stipulate in the collective agreement that differences of interpretation are to be settled in accordance with the procedure provided for in the agreement itself, without prejudice to the function conferred by this Code on the General Inspectorate of Labour and the Ministry of Labour and Social Welfare of supervising the effect given to collective agreements.

The Ministry of Labour and Social Welfare may at any time have recourse to the mediation, conciliation and arbitration procedure prescribed in this Code if it considers that a failure to settle differences may prejudice the normal relations between employers and workers or the normal performance of work.

The provisions of this section shall not prevent any natural or artificial person whose legitimate interests are affected from instituting proceedings before a labour judge or, where there is no labour judge, before a civil judge.

Registration and Publication

78. Every collective agreement shall be registered with the General Directorate of Labour by the filing of the copy mentioned in section 58 within 15 days.

Either of the parties may be made responsible for filing the agreement. If the party made responsible fails to file the agreement, the other party shall be entitled to do so at any time by submitting its copy to the General Directorate of Labour, which shall draw up an authentic copy of the agreement, issue a certificate of registration and notify the other party.

The fact that a collective agreement has been filed shall render its performance subject to supervision by the General Directorate of Labour.

The General Directorate of Labour may object to any provision in a collective labour agreement that it considers unlawful.

79. Every employer bound by a collective agreement shall be required to post up printed or typewritten copies of the agreement at conspicuous places in the establishment or at places that are readily accessible to the workers.

80. If so requested by the General Directorate of Labour, the Ministry of Labour and Social Welfare shall order the publication of a collective agreement where this is a necessary or suitable means of ensuring that the persons concerned are notified and that the agreement is observed.

81. Every instrument prolonging, amending or terminating a collective labour agreement shall be subject to the same formalities of registration and publication as the agreement itself.

Application, Supervision and Penalties

82. The General Inspectorate of Labour shall be the administrative authority responsible for the application of every registered collective agreement and shall supervise the effect given to every such agreement, subject to the provisions of sections 83 and 84 of this Code respecting penalties and appeals.

83. Where it is duly proved that an offence has been committed in connection with a collective agreement, the General Inspectorate of Labour shall impose such penalty as is prescribed in the regulations issued for the purpose by the Ministry of Labour and Social Welfare.

84. Any person who is aggrieved by a decision of the General Inspectorate of Labour interpreting an agreement, issuing an order or imposing a penalty may appeal to the General Inspectorate for the reversal of the decision and may make a subsidiary appeal to the Ministry of Labour and Social Welfare in accordance with such of the provisions of the Code of Administrative Procedure as apply.

85. The Ministry of Labour and Social Welfare shall furnish the necessary advice, whenever its advice is requested.

86. This Code shall not apply to collective labour agreements concluded before it came into operation.

Chapter V. Rules of Employment

87. The expression "rules of employment" means any set of binding principles fixing the conditions to be observed by the employer and his workers in the performance of the work.

Such rules shall be drawn up in accordance with the provisions of the collective agreement or, where there is no collective agreement, by a joint committee of representatives of the workers and the employer. For the purposes of this chapter the technical and administrative rules laid down by the undertaking itself for the conduct of the various operations shall not be deemed to be rules of employment.

88. An employer shall be required to have rules of employment if he regularly employs more than five workers in the case of a commercial undertaking, more than ten workers in the case of an industrial undertaking, or more than 20 workers in the case of an agricultural, stockbreeding or forestry undertaking.

In the case of a multi-purpose undertaking the employer shall be required to have rules of employment if he employs more than ten workers.

89. Rules of employment shall be submitted to the Ministry of Labour and Social Welfare for approval. Such approval shall not be given unless the persons concerned have been consulted through the representatives they appoint for the purpose.

The provisions of the preceding paragraph shall also be observed in the event of any amendment or cancellation of such rules.

90. The rules of employment shall form part of the individual contract of employment of every worker employed in the establishment concerned, unless a stipulation is made to the contrary: Provided that such stipulation shall be more favourable to the worker.

91. Any provision in the rules of employment conflicting with the mandatory provisions of the law, with this Code, with the labour inspection, safety or health regulations or with the contract of employment shall be null and void.

92. In addition to containing such clauses as may be considered desirable, the rules of employment shall make provision for the following:

(1) the designation of the employer and of the establishment or workplaces covered by the rules;

(2) the conditions of admission to employment, apprenticeship and probation;

(3) casual and temporary workers;

(4) the hours of entering and leaving the establishment, the hours of beginning and ending each shift (where the work is done in shifts) and the time allowed for meals and rest breaks during the day;

(5) the place and time of beginning and ending the working day;

(6) overtime and night work (authorisation, recognition and remuneration);

(7) the statutory rest days, any additional or contractually agreed rest breaks or rest days, leave with pay and leave of absence, especially for the discharge of trade union duties or attendance at a workmate's funeral, or in the event of serious family misfortune;

(8) the various types of remuneration and the categories of work corresponding thereto, the place, day and hour of payment and the length of the pay periods;

(9) disciplinary measures and the procedure for their application. It is understood that it shall not be lawful to make any deduction from wages by way of fines, that no worker shall be suspended from work without pay either for more than eight days or unless he has been given an opportunity of

stating his case, and that no worker shall be the subject of an unfavourable report unless his fault has been duly proved. In both cases the trade union representative or, where there is no trade union representative, a representative of the workers shall be notified;

(10) the time at which and manner in which the workers are to receive the medical care provided by the employer, undergo their pre-employment and periodic medical examinations and comply with the prophylactic measures ordered by the competent authorities;

(11) the rules of conduct and the safety rules;

(12) instructions for the prevention of employment injuries and for the provision of first aid in the event of accidents;

(13) the chain of command linking the employer's representatives, departmental chiefs, foremen and supervisors;

(14) the operations not to be performed by women and young persons under 16 years of age;

(15) the special rules applicable to the various types of work, having regard to the age and sex of the workers, with the object of achieving the best possible standard of health, regularity and safety;

(16) the persons in the establishment to whom any suggested improvements or other representations are to be submitted and the manner of submitting them. It shall be stated that the worker or workers may seek the advice of their trade union;

(17) the benefits, if any, provided in addition to the statutory benefits;

(18) such other rules or instructions as are necessary, having regard to the nature of the undertaking, with the object of achieving the best possible standard of health, regularity and safety in the conduct of the work; and

(19) the publication and period of validity of the rules.

93. Any stipulation in the rules prescribing less favourable conditions for the workers than those prescribed in any law, individual contract, collective covenant or agreement or arbitration award shall be null and void, the latter being substituted therefor in so far as they are more favourable to the workers.

94. No employer may penalise a worker unless provision for the penalty has been made in the rules of employment, the collective agreement or covenant, an arbitration award or the contract of employment.

Chapter VI. Obligations of the Parties and Prohibited Acts

Obligations of Employers

95. In addition to his other obligations under this Code, the regulations made thereunder and the social welfare laws, every employer shall—

(1) pay the contractual remuneration in such manner and at such intervals and places as were agreed to in the contract or as are established by labour laws and regulations, the rules of employment or the collective agreement or, in default thereof, by custom;

(2) pay the worker the remuneration corresponding to any time for which he has not worked for reasons attributable to the employer;

(3) supply the worker in due time with such tools, appliances and materials as he requires to do the work contracted for; the articles supplied shall be of good quality and be replaced at once on losing their efficiency, unless the worker has consented to use equipment of his own;

(4) provide a safe place for the storage of the worker's appliances and tools if they have to remain in the place where the work is done; it shall not, however, be lawful for the employer to confiscate them as compensation or security or for any other reason.

An inventory of such implements and tools shall be taken whenever either party so requests;

(5) allow the worker leave of absence to discharge the civic duties prescribed by law, to attend to such serious family misfortunes as have been duly shown to exist, to discharge any necessary trade union duties or to attend a workmate's funeral, on condition that the employer or his representative is given proper notice and that in the last two cases mentioned above the number of workers so absent is not such as to prejudice the working of the undertaking: Provided that no employer shall be obliged to grant a worker more than two days' leave with pay in any calendar month on this account or more than 15 days' leave in any year on any account.

Where the trade union duties are of a permanent nature or where a worker holds public office as a result of popular election, he shall be entitled to be reinstated in his previous job with all the rights deriving from his contract of employment, if he returns to work within two years. The worker engaged to replace him shall be regarded as a temporary substitute.

Where a worker occupies an executive trade union post, he shall be granted leave of absence for such time as he holds office. It shall not be lawful for the employer to pay him any remuneration on that account. The request for the leave of absence shall be made by the trade union organisation concerned;

(6) treat the worker with due consideration, refraining from ill-treating or humiliating him by word or deed;

(7) take adequate steps to institute and maintain the best possible standards of industrial health and safety;

(8) permit and facilitate such inspection and supervision as the labour, health and administrative authorities have to carry out in the undertaking, establishment or business, and provide them with such information as they need for the purpose, if they so request in accordance with the law;

(9) take all essential measures and all measures required by law for the prevention of accidents in connection with the use of machinery, implements or materials, and maintain a supply of essential medicines and equipment so that immediate treatment can be given if an accident occurs;

(10) pay the compensation due in respect of the accidents sustained by workers in the course of or in consequence of their employment and the occupational diseases contracted by such workers in connection with their job or occupation;

(11) provide a sufficient number of seats for employees and assistants in stores, shops, pharmacies, bazaars, wine-shops, warehouses and similar establishments;

(12) make such deductions from wages by way of ordinary or extraordinary trade union dues as the trade unions concerned may request. Such trade unions shall furnish evidence that the dues in respect of which they request deductions to be made are those for which their by-laws make provision;

(13) make deductions from wages by way of ordinary contributions towards the establishment and development of co-operative societies and savings funds set up by unionised workers. Such societies and funds shall furnish evidence that the contributions in respect of which they request deductions to be made are those for which their by-laws make provision;

(14) set aside, in cases where the permanently settled population of a rural centre of employment exceeds 200 inhabitants, an area of land of not less than 5,000 square metres for the purpose of establishing public markets, buildings for municipal services and recreational centres. The foregoing shall apply only where the centre of employment is 5 kilometres or more from the nearest town or village;

(15) provide the worker with healthy accommodation and wholesome and sufficient food in cases where the contract specifies that he is to be housed and fed;

(16) where he has ten or more permanent workers in his service, submit a report to the Ministry of Labour and Social Welfare in the month of February each year; stating the total sum paid out in respect of wages during the past year and indicating for each worker his full name, approximate age, nationality, sex and occupation, the number of days worked and the wages paid to him over the same period; the above particulars shall be taken from a wage book kept for the purpose and approved by the said Ministry.

The administrative labour authorities shall give every assistance to employers in discharging their obligations under this clause, either by arranging for the requisite forms to be printed or by helping small-scale employers or employers without the necessary schooling to fill in the forms correctly, and the like.

The requirements of this clause shall not apply to domestic service;

(17) establish and maintain primary schools for the workers' children. The foregoing shall apply only to rural centres and in cases where the number of children of school age is more than 20.

The education given in such schools shall be in accordance with the curricula drawn up for state-run schools.

The remuneration of the teachers shall not be less than in state-run schools;

(18) persons employing more than 200 and less than 2,000 workers shall pay the basic expenses involved in providing technical, trade or practical training in a fitting manner in a special centre, whether in Honduras or abroad, for one of their workers or for one of their workers' children, to be chosen on the basis of his aptitudes, qualities and diligence, by the workers and the employer.

Persons employing more than 2,000 workers shall pay the expenses of three such bursaries, as specified above.

No employer may cancel a bursary unless the recipient fails his examination within one year or is guilty of reprehensible conduct. In this case the bursary shall be awarded to some other person. Recipients of bursaries who have completed their studies shall serve the employer who paid for the bursary for at least two years;

(19) make all staffing changes in accordance with the stipulations of the collective agreement. Failing such stipulations the employer shall respect the rights acquired by workers through their length of service and, all other things being equal, shall retain trade unionists in preference to non-unionists;

(20) furnish workers, in places where there are tropical or endemic diseases, with the prophylactic medicines prescribed by the local health authority;

(21) in stone-cutting works, quarries, sand pits, kilns, basalt works and cement factories, comply with the labour inspection and safety regulations issued by the Ministry of Labour and Social Welfare in connection with mining operations. Such regulations shall be displayed for the information of the workers in prominent places in the mines, galleries or headings;

(22) establish a grading system to govern all matters of promotion and other changes in the personnel employed. The basic criteria shall be the worker's ability and efficiency and, other things being equal, his length of service with the undertaking. The ability and efficiency of workers shall be assessed by bodies consisting of workers and employers or, where no agreement can be reached, by decision of the Ministry of Labour and Social Welfare;

(23) comply with any other obligations imposed by the labour laws and regulations.

Acts Prohibited to Employers

96. No employer shall—

(1) induce or require a worker to purchase consumer or any other goods from a specified establishment or person;

(2) demand or accept money or any other compensation from a worker in return for admitting him to employment or for any other concession or privilige connected with his conditions of work in general;

(3) dismiss a worker or prejudice him in any other manner on account of his trade union membership or participation in lawful trade union activities;

(4) influence the political decisions or religious convictions of a worker;

(5) deduct, withhold or set off any sum forming part of the wages and cash benefits payable to a worker without the worker's prior consent in writing in each case, without a court order or without the authority conferred by law, the contract of employment or the rules of employment;

(6) draw up black lists or schedules that are liable to limit a worker's chance of finding work or affect his reputation;

(7) make or authorise compulsory collections or subscriptions among the workers, other than those required by law;

(8) direct operations or permit operations to be directed in a state of drunkenness, under the influence of narcotic drugs

or in any other abnormal condition of a similar nature, or permit persons in such condition to be present in any workplace, undertaking, establishment or centre of employment;

(9) perform or permit any act directly or indirectly jeopardising or restricting a worker's legal rights or offending his sense of personal dignity;

(10) dismiss a worker or take any other reprisals against him with the object of preventing him from requesting the help of the authorities responsible for securing the enforcement of the labour laws;

(11) inflict any penalty not recognised by the laws and regulations in force; and

(12) order the performance of work which endangers a worker's life or health, save where such work has been expressly accepted in the terms of employment.

Obligations of Workers

97. In addition to his other obligations under this Code, the regulations made thereunder and the social welfare laws, every worker shall—

(1) do his job in person within the stipulated time, comply with the rules of employment and observe and carry out any special orders or instructions given to him by the employer or his representative, in accordance with the established channel of authority;

(2) do his job with the greatest possible efficiency, care and attention, at the agreed time, in the agreed place and subject to the agreed conditions;

(3) behave with propriety and maintain an exemplary standard of conduct while at work;

(4) give assistance, whenever it is needed, if an accident or imminent danger imperils the person or interests of the employer or any of his workmates;

(5) belong to such bodies as have been established by the labour laws and regulations;

(6) return any unused materials to the employer and maintain in good condition any appliances or implements that have been issued to him for his work, without being liable for any depreciation due to fair wear and tear, fortuitous events, *force majeure* or the poor quality or defective manufacture of the articles in question;

(7) make such suggestions to the employer or his representative as are likely to protect the lives or interests of his workmates or his employer;

(8) treat as strictly confidential any technical, commercial or manufacturing secrets connected with the articles he is directly or indirectly helping to produce, any secrets that have come to his knowledge by reason of his work and any private administrative matters which it would not be in the interests of the undertaking to reveal;

(9) comply with the precautions and health measures ordered by the competent authorities and such others as may be indicated by the employer with a view to the safety and protection of the workers and their places of employment;

(10) undergo a medical examination on applying for admission to employment or in the course of his employment if the employer so requests or if the competent authority so orders, to ensure that he is not suffering from any permanent disability or any occupational, communicable or incurable disease or any mental disturbance that might endanger the safety of his workmates or the interests of his employer;

(11) vacate any house provided by the employer within 30 days of the date of termination of his contract of employment, without any need for judicial proceedings to be taken to evict him. The foregoing shall not apply in cases where the worker finds new employment within the time limit fixed for his vacation of the house. In such cases the labour judge shall order his eviction;

(12) refrain from any action which might endanger his own safety, the safety of his workmates or other persons or the safety of the establishment, workshop or workplace; and

(13) comply with any other obligations imposed by this Code and the labour laws and regulations.

Acts Prohibited to Workers

98. No worker shall—

(1) be absent from work or leave his work during working hours without good cause or without permission from the employer;

(2) report for work in a state of drunkenness, under the influence of narcotic drugs or in any other abnormal condition of a similar nature;

(3) carry arms of any kind during working hours, except in the special cases duly authorised by law. The foregoing shall not apply to sharp or pointed instruments or sharp and pointed instruments which form part of the implements and tools used for the work;

(4) remove any tools, raw materials or finished products from the factory, workshop or establishment without the employer's permission;

(5) intentionally slow down the rate of work, unlawfully suspend activities, promote untimely stoppages of work or incite others to declare or maintain such stoppages, whether he participates in them or not;

(6) prejudice the freedom of employees to work or not to work, to join or refrain from joining a trade union, or to remain in or withdraw from a trade union;

(7) use tools or appliances supplied by the employer for a purpose other than that for which they are normally intended; and

(8) engage during working hours in political or electoral propaganda or propaganda hostile to the democratic institutions established by the Constitution, perform any act infringing the constitutional right to freedom of conscience or organise collections or subscriptions during working hours.

Chapter VII. Suspension of Contracts of Employment

99. The total or partial suspension of a contract of employment shall not imply its termination or cancel the rights and obligations of the parties thereunder in respect of reinstatement and the continuity of the contract.

A suspension may apply to all the contracts made within an undertaking or to only some of them.

100. The following shall constitute grounds for the suspension of a contract of employment, no liability being incurred by either of the parties:

(1) a shortage of raw materials or power in the undertaking, on condition that it is not attributable to the employer;

(2) *force majeure* or a fortuitous event, if its necessary, immediate and direct consequence is a suspension of work;

(3) overproduction in relation to the business possibilities of the undertaking and the conditions obtaining on the market;

(4) the impossibility of running the undertaking with a reasonable minimum of profit;

(5) lack of funds and the impossibility, duly proved by the employer, of obtaining them for the normal prosecution of work;

(6) the death or incapacity of the employer, on condition that its necessary, immediate and direct consequence is a suspension of work;

(7) an illness preventing the worker from carrying out his work;

(8) prenatal and postnatal leave, leave of absence, rest days and annual leave;

(9) the worker's detention or imprisonment by the competent authority;

(10) the employer's imprisonment or detention by the competent authority, where it necessarily and inevitably interrupts the normal prosecution of work;

(11) the worker's call-up for military service;

(12) the worker's discharge of a trade union office preventing him from engaging in his normal work;

(13) a lawful strike;

(14) a lawful lockout; and

(15) any other cause not covered by the above if it is considered reasonable by the Ministry of Labour and Social Welfare.

101. The suspension of a contract of employment shall take effect from the end of the day on which the event giving rise to it occurred, on condition that evidence of the cause is submitted to the Ministry of Labour and Social Welfare or its duly authorised representatives within three days, or 30 days before the said suspension if the event giving rise to it can be foreseen.

If the Ministry of Labour and Social Welfare does not recognise the suspension because the cause alleged does not exist or is held to be unjust, it shall declare the suspension to be null and void and the worker shall be entitled to exercise his rights under his contract of employment, the labour laws and regulations and the other relevant provisions, sole liability resting with the employer.

102. If the employer intends to suspend operations for any of the reasons specified in clauses (1), (3), (4) and (5) of section 100, he shall notify the workers affected not less than 30 days before the suspension takes effect.

If he suspends operations without giving the notice mentioned in the preceding paragraph, he shall pay the workers 30 days' wages in compensation; if he gives such notice but suspends operations before the expiry of the stipulated period, he shall pay the workers the wages due to them for the days remaining until the period expires.

The employer shall give the workers such notice in writing and shall transmit a copy thereof to the Ministry of Labour and Social Welfare, which shall immediately acknowledge its receipt; such acknowledgment shall constitute proof that notice was given by the employer. The employer shall be bound by the provisions of this section even where the suspension is recognised by the Ministry.

In cases covered by this section the Executive shall have power to take emergency measures to relieve the workers' financial situation, while not harming employer interests.

103. Notice of the resumption of work shall be given to the Ministry of Labour and Social Welfare by the employer or his

representatives or successors; the sole purpose of such notice shall be to afford valid grounds for the termination, without liability for the parties, of the contracts of any workers who fail to report for work within 30 days of the receipt of such notice in writing by the Ministry.

The Ministry shall notify the trade union or workers concerned of the resumption. To facilitate such notification the employer or his representatives or successors shall supply all relevant information on request.

The Ministry shall use every means at its disposal to notify the workers concerned of the resumption. If it fails for any reason to establish contact with any worker or workers within three days of the date on which it received the information mentioned in the preceding paragraph, it shall arrange for notice of the resumption to be published immediately by means of an announcement appearing in three consecutive issues of *La Gaceta* and some other newspaper with an adequate circulation, and in this case the period of 30 days accorded to the workers in question shall run from the date on which the announcement was first published.

104. In the case mentioned in clause (7) of section 100 a worker suffering from an illness which is not occupational in origin nor caused by an industrial accident shall be entitled to a suspension of his contract of employment for a period not exceeding six months, after which time the employer may terminate the contract without incurring liability.

Save as otherwise prescribed in special provisions or where the case is covered by the Social Insurance Law [1], the employer's only obligation shall be to grant the worker leave of absence in accordance with the following rules until he has completely recovered: Provided that such recovery shall take place within the stipulated time:

(1) after not less than three months' or more than six months' continuous employment he shall pay him half his wages for one month;

(2) after more than six months' but less than nine months' continuous employment, he shall pay him half of his wages for two months;

(3) after more than nine months' continuous employment, he shall pay him half his wages for three months; and

(4) after more than five years' continuous employment, he shall pay him 30 days' wages for every year of service.

It is understood that the provisions of section 123 shall apply in such cases and that the employer may, while the contract is suspended, engage another worker on a temporary basis, dismissing him without liability on the return of the worker whose post he has been filling.

[1] *Legislative Series*, 1957 (Hon. 4).

105. Once the six-month period mentioned in the first paragraph of the preceding section has elapsed, the employer may terminate the contract of employment but shall pay the worker the amount corresponding to the period of notice, any amount due by way of a leaving indemnity and any other amounts payable under special provisions: Provided that the employer shall not incur any liability under this section if the worker, after being questioned by the Ministry of Labour and Social Welfare, does not indicate his intention of resuming permanent employment.

106. In the case mentioned in clause (9) of section 100 the worker shall inform the employer within five days of the commencement of his detention or imprisonment and shall be required to resume his employment within two days of his release, allowance being made for any travelling time.

Failure to discharge either of these obligations or the detention of the worker for more than six months shall constitute grounds for the termination of the contract without liability for either party.

If so requested by the worker or by a person acting on his behalf, the prison governor shall furnish the necessary documents as evidence of the matters mentioned in the previous paragraph.

In such cases the rule contained in the last paragraph of section 104 shall apply.

107. In the case mentioned in clause (11) of section 100 the worker shall notify the employer and the Ministry of Labour and Social Welfare in writing within five days of beginning his military service of the reason preventing him from reporting for work. The employer shall keep the worker's position open for him until 30 days have elapsed since the completion of his military service.

Within this period of 30 days the worker may resume his employment when he wishes and the employer shall admit him as soon as he applies for reinstatement.

If so requested by the worker the commander of the unit in which he has to perform his military service shall furnish the necessary documents as evidence of the matters mentioned in the preceding paragraph.

108. In the cases of suspension mentioned in clauses (7), (8), (9), (11) and (12) of section 100 the employer may engage a temporary worker, who shall acquire all the rights of a regular worker, save that of permanency of appointment. The return of the worker who has been replaced shall terminate the temporary worker's contract without the employer incurring liability, save where the temporary worker has acquired permanent status.

109. As long as a suspension arising out of a lawful strike or lockout is in progress the appropriate chapter of this Code shall apply.

110. In cases of unwarranted dismissal the worker shall be entitled to the remuneration due in respect of any period of suspension and to the option of compensation or reinstatement in his job.

Chapter VIII. Termination of Contracts of Employment

111. The following shall constitute grounds for the termination of a contract of employment:

(1) any of those specified in the contract, if they are not contrary to law;

(2) the mutual consent of the parties;

(3) the worker's death or any physical or mental incapacity such as to prevent him from performing the contract;

(4) the worker's illness in the case mentioned in section 104;

(5) any restriction of the worker's freedom in the case mentioned in section 106;

(6) a fortuitous event or *force majeure*;

(7) a loss of confidence in the worker on the part of the employer, where the former occupies a position of management, inspection or supervision, such as that of a superintendent or foreman. The reasons for the loss of confidence must be proved to the satisfaction of the General Directorate of Labour or its representatives. If, however, the worker has been promoted from a certain post under the grading system in an undertaking where such a system exists, he shall return to that post unless there is a valid reason for his dismissal. The same shall apply where a worker who occupies a position of trust requests to return to his former post;

(8) a suspension of the activities of the undertaking for more than 120 days in the cases mentioned in clauses (1), (3), (4), (5) and (6) of section 100;

(9) the liquidation or final closure of the undertaking or establishment;

(10) the exercise of the rights conferred on the parties by sections 112 and 114;

(11) insolvency or bankruptcy;

(12) notice given by the parties; and

(13) the dissolution of the contract by order of the competent authority.

In the cases mentioned in the first seven clauses above neither of the parties shall incur liability on the termination of the contract.

In the case mentioned in clause (8) above the parties shall likewise not incur any liability, save in the event of the death or

incapacity of the employer; in that case the workers shall be entitled to payment in respect of notice.

In the case mentioned in clause (9) above the employer shall be required to follow the procedure laid down for suspension in sections 101 and 102, save where the grounds for termination are fraudulent or culpable insolvency or bankruptcy duly declared by the competent authority, in which case the employer shall also be required to pay the other benefits and compensation to which the workers are entitled.

In the case mentioned in clause (13) above the procedure followed shall be that laid down in the decision ordering the dissolution of the contract.

112. The following shall constitute valid grounds for the termination of a contract by the employer without liability on his part:

(a) deceitful conduct by the worker or the trade union that sponsored him in producing falsified recommendations or testimonials as evidence of his abilities. This ground shall cease to be valid after the worker has served for 30 days;

(b) any act of violence, abuse, assault or serious insubordination committed by the worker in the course of his work against the employer, members of the employer's family, members of the managerial or supervisory staff or other workers;

(c) any serious act of violence, abuse or assault committed by the worker outside working hours against the employer, members of the employer's family, any of the employer's representatives or associates or members of the managerial or supervisory staff, where it occurs without immediate and sufficient provocation from the other party or renders co-operation and harmony at work impossible;

(d) any wilful material damage to the buildings, works, machinery, raw materials, tools or other objects connected with the work, or any serious negligence endangering the safety of persons or property;

(e) any immoral or unlawful act committed by the worker in any workshop, establishment or workplace, on condition that such act is duly proved before the competent authority;

(f) the disclosure by the worker of any technical or trade secrets or any matters of a confidential nature to the detriment of the undertaking;

(g) any enforceable judgment sentencing the worker to a penalty for a crime or misdemeanour;

(h) the worker's absence from work without the employer's permission or without just cause for two whole consecutive days or for any three working days in the course of a month;

(i) the worker's manifest and repeated refusal to take the preventive measures or follow the procedures indicated for the avoidance of accidents or diseases, or any similar refusal, to the detriment of the employer, to obey instructions clearly given by the latter or his representative in the course of his work with a view to achieving greater efficiency or output;

(j) manifest inability or inefficiency of the worker such as to preclude the performance of the contract;

(k) the discovery that the worker is suffering from an incurable mental or communicable disease or has contracted a communicable disease which does not have to be reported or which does not involve his isolation but which he refuses to have treated even though it constitutes a danger to others; and

(l) any serious failure to comply with the special obligations or prohibitions imposed upon the worker by sections 97 and 98 or any gross negligence recognised as such in collective agreements or covenants, arbitration awards, individual contracts or rules of employment; on condition that the fact is duly proved and that the penalty is applied with due regard for the procedure laid down in the rules of employment or the collective agreement.

113. The termination of a contract of employment for any of the reasons indicated in the preceding section shall take effect as soon as the worker is informed thereof by the employer: Provided that the worker shall be entitled to submit the matter to a labour court before the expiry of the period of limitation, with the object of obtaining proof that there were valid grounds for the dismissal. If the employer fails to prove that there were such grounds, he shall pay the worker such compensation as is due to him under this Code, and also, by way of damages, such wages as the worker would have received between the date of termination of the contract and the date on which the decision of the court becomes final in accordance with the procedural provisions of this Code.

The worker may require the employer to comply with the terms of the contract and to reinstate him in conditions at least as favourable as those previously obtaining.

The worker's right to require the employer to comply with the terms of the contract shall be governed by the following rules:

(a) the worker shall have the option of exercising the aforesaid right or of demanding the compensation referred to in the first paragraph of this section;

(b) if the judge orders the worker to be reinstated, in accordance with the worker's wishes, the worker shall not be entitled to compensation for unwarranted dismissal, but shall be entitled to any wages lost between the date of his dismissal and the date of his reinstatement. In addition, if the employer refuses

to comply with the order, he shall be entitled to secure compliance through judicial channels.

114. The following shall constitute valid grounds for the termination of a contract by the worker, without notice or liability on his part, but without prejudice to his entitlement to the appropriate statutory benefits and compensation as in the case of unwarranted dismissal:

(a) deceitful conduct by the employer in connection with the conditions of work at the time of making the contract. This ground shall cease to be valid after the worker has served for 30 days;

(b) any act of violence, assault or intimidation committed by the employer against the worker or any member of his family, whether during or outside working hours, or so committed during working hours by relatives, representatives or servants of the employer with his consent or condonation;

(c) any act committed by the employer or his representative with a view to inducing the worker to commit an unlawful act or any act not in accordance with his political or religious beliefs;

(d) any serious act by the employer or his representative endangering the life or health of the worker or any member of his family;

(e) any damage to the worker's implements or tools or to those belonging to a third party, but for which the worker is responsible, where such damage is caused with intent or as a result of inexcusable negligence by the employer, any member of his family or any of his representatives;

(f) any failure by the employer to pay the worker the full wages due to him, less such deductions as are authorised by law, at the agreed or customary date and place;

(g) any transfer of the worker to a lower grade of job, or to a job at a lower rate of pay; where he was appointed to his job as a result of promotion or in consideration of his ability or length of service. The foregoing shall not apply where the worker was promoted to a job involving different duties from those performed in his previous job and where he is manifestly incompetent at his new job, in which case he may be returned to his previous job without being entitled to claim compensation. This ground shall cease to be valid after 30 days have elapsed since the transfer to the lower grade or rate of pay;

(h) the contraction of any communicable disease by the employer, any member of his family, any of his representatives, or any other employee, if the worker has to remain in immediate contact with the person in question;

(i) any failure by the employer to discharge his contractual or legal obligations;

(j) any serious failure to comply with the special obligations and prohibitions imposed on the employer by sections 95 and 96, on condition that the fact is duly proved; and

(k) any failure by the employer to comply with the industrial safety and health measures prescribed in the relevant laws and regulations.

115. The termination of a contract of employment for any of the reasons indicated in the preceding section shall take effect as soon as the employer is informed thereof by the worker: Provided that the employer shall be entitled to submit the matter to a labour court before the expiry of the period of limitation, with the object of proving that the worker abandoned his work without a valid reason. If the employer proves this fact, the worker shall, in cases where the contract was made for an unspecified period, pay him an amount corresponding to the period of notice and an amount by way of damages to be assessed at the discretion of the court. In cases where the contract was made for a specified period or for a specified piece of work, he shall only pay him an amount by way of damages.

In cases of indirect dismissal based on any of the grounds indicated in the preceding section, the worker may leave his job, while retaining his entitlement to the appropriate statutory benefits and compensation.

Chapter IX. Notice

116. Where a contract is made for an unspecified period, either of the parties may terminate it by giving notice to the other party.

A worker who has received notice of dismissal shall, during the period of notice, be allowed one day's leave of absence with pay each week to look for other work.

The period of notice shall be as follows:

(a) 24 hours, where the worker has been continuously in his employer's service for less than three months;

(b) one week, where he has served for between three and six months;

(c) two weeks, where he has served for between six months and one year;

(d) one month, where he has served for between one and two years; and

(e) two months, where he has served for more than two years.

Such notice may be waived by either of the parties on payment to the other of the amount due under section 118.

117. A party terminating a contract of employment unilaterally shall give written notice thereof in person to the other party; if the contract was made orally, he may give such notice orally in the presence of two witnesses, at the same time indicating the ground or reason for his decision. He shall not subsequently be entitled to invoke any other ground or reason.

118. A worker failing to give notice or failing to give it in the manner specified by law shall be required to pay the employer an amount equal to half his wages for the period of notice.

Where the employer fails as aforesaid, he shall be required to pay the worker an amount equal to his wages for the period of notice.

119. The period of notice shall run from the day following the date on which the notice was given.

120. If a contract of employment made for an unspecified period is terminated by unwarranted dismissal or for any of the reasons indicated in section 114 or for any other reason beyond the worker's control, the employer shall pay the worker a leaving indemnity in accordance with the following rules:

(a) an amount equal to 10 days' wages, if the worker has been continuously employed for not less than three months and not more than six months;

(b) an amount equal to 20 days' wages, if the worker has been continuously employed for more than six months but less than one year;

(c) an amount equal to one month's wages for every year of employment, if the worker has been continuously employed for more than one year. For fractions of a year the amount shall be proportionate to the period of employment;

(d) in no case shall the indemnity exceed the equivalent of eight months' wages;

(e) a leaving indemnity shall be payable even if the worker immediately transfers to the service of another employer; and

(f) a leaving indemnity shall not be payable if, on the termination of his contract, the worker is automatically entitled to a retirement or old-age pension from the State or from the Honduran Social Security Institute, and the actuarial value of the pension is equal to or more than the leaving indemnity, or if his dismissal qualifies him for benefit under the involuntary unemployment insurance scheme administered by the aforesaid Institute, or if he dies as a result of an employment injury and the employer can prove that he was insured against this risk, or if he dies from any other cause and was insured against the risk of death by the aforesaid Institute.

121. Where a worker has been engaged for a specified period in the cases recognised by law or for the period necessary for the completion of a given piece of work and is dismissed without just cause or leaves his employment for any of the reasons specified in section 114, the employer shall pay him compensation to an amount equal to the wages that he would have earned had he completed the period or piece of work; in no case, however, may the said amount exceed the amount that would have been due to him under the preceding section had he been engaged for an unspecified period.

122. If a worker leaves his employment without just cause or is dismissed for any of the reasons specified in section 112, he shall compensate the employer for any loss sustained by the latter in consequence, as assessed at the discretion of the competent labour judge, who shall also determine, with due regard for the circumstances, the manner in which the worker is to pay: Provided that the amount so assessed shall not exceed 30 days' wages.

123. The notice, leaving indemnities and compensation mentioned in the foregoing sections shall be subject to the following rules:

(a) the amounts involved shall not be liable to set-off, transfer or assignment, or to attachment in excess of 50 per cent. in payment of maintenance allowances;

(b) the compensation payable shall be assessed on the basis of the average wages earned by the worker over the last six months for which the contract was in force, or over some shorter period if it has not been in force for that length of time;

(c) the continuity of the employment shall not be deemed to be interrupted by sickness, annual leave, lawful strikes or lockouts, or any other similar event that does not involve the termination of the contract of employment under this Code; and

(d) any clause in the contract designed to interrupt the continuity of the services rendered or to be rendered shall be absolutely null and void.

124. No employer shall terminate the contract of employment of an expectant woman without proving one of the grounds specified in section 112 to the satisfaction of the competent labour judge. In this case the employment relationship shall continue until the end of the postnatal leave or until the decision ordering the termination of the contract becomes enforceable.

125. On the termination of a contract of employment the employer shall, irrespective of the grounds of termination, furnish

the worker free of charge with a written statement containing the following particulars only:

(a) the dates of starting and finishing work;

(b) the nature of the work performed; and

(c) the wages earned during the last wage period.

If the worker so desires, the statement shall also contain particulars of—

(a) his efficiency and conduct; and

(b) the reason or reasons for the termination of the contract.

126. The compensation prescribed in sections 116, 120 and 121 shall also be due in cases where the employer liquidates or closes down his business, whether voluntarily or not. In the event of insolvency, failure, bankruptcy, attachment, inheritance or other similar circumstances, any money owing to workers on such account shall enjoy special priority over all other debts, except debts in respect of maintenance allowances, and the administrator, receiver, executor or referee shall pay such credits within 30 days of their formal recognition by him or by a labour court or as soon as funds become available, if there are no funds available on the expiry of this period.

Part III. Work Subject to Special Provisions

Chapter I. Work of Women and Young Persons

127. The work of women and young persons shall be more particularly adapted to their age, state of health and level of mental and moral development.

128. Young persons under the age of 16 years and women shall not be employed on work declared to be unhealthy or dangerous by this Code, the Health Code or the health and safety regulations.

129. It shall not be lawful to employ young persons under the age of 16 years on night work or overtime. It shall likewise be unlawful to employ them in clubs, theatres, circuses, cafés, canteens, places where intoxicating liquor is consumed on the premises and bawdy houses.

130. All women and young persons shall be granted a two-hour rest in the course of every normal working day.

131. In the case of agricultural and stockbreeding undertakings it shall be lawful to employ young persons who have not yet reached the age of 16 years on day work, subject to the restrictions prescribed in sections 32 and 33 of this Code.

132. In vocational schools and social welfare and assistance institutions the work shall be adapted to the abilities and physical and mental capacities of the pupils and shall be organised for training purposes, to the exclusion of actual production.

The primary schooling to which every child is entitled shall not in any circumstances be neglected.

133. Every person employing the services of persons under the age of 16 years shall keep a register recording—

(1) each young person's age. For this purpose and for the purpose of the employment of young persons generally, the records office shall issue free copies of such certificates as may be requested;

(2) the young person's full name, domicile and address;

(3) the full name of the parents or their legal representatives, if any;

(4) the name, domicile and address of the undertaking or employer;

(5) the written permission of the parents or legal representatives of the young person, or, where there are no parents or legal representatives, the written permission of the officials referred to in section 33 of this Code. The permission shall clearly state the minimum safeguards subject to which the young person is to be employed.

Where such permission is given by the parents or legal representatives of the young person, it shall be countersigned by the competent labour inspector or, where there is no labour inspector, by the officials referred to in the first paragraph of this clause.

(6) the type of work on which the young person is to be employed;

(7) the daily hours of work;

(8) the form and amount of the remuneration payable;

(9) the date of admission to employment; and

(10) a statement certifying that the young person has finished or is finishing his compulsory schooling.

A copy of this register shall be sent each month to the labour inspector, who shall demand the production of such evidence as he may deem desirable to satisfy himself that the facts recorded in the register are true.

134. It shall not be lawful to employ boys under 16 or girls who have not yet come of age on the preparation, distribution or sale of printed matter, advertisements, drawings, engravings, paintings, emblems or images which may be regarded as prejudicial to morality or decency.

135. Every expectant woman shall be granted leave, which shall be remunerated in the same way as working time, for the four weeks preceding her confinement and for the six weeks thereafter; she shall retain her job and all rights conferred by her contract of employment.

Where the remuneration is not constant, as in the case of work at piece or job rates, account shall be taken of the average remuneration earned by the woman worker over her last year of service, or over her whole period of service if she has worked for less than one year.

For the purposes of the leave referred to in this section, a woman worker shall furnish her employer with a medical certificate, which shall indicate—

(a) the fact that she is pregnant;

(b) the probable date of her confinement; and

(c) the date of commencement of the leave, having regard to the fact that it must begin at least four weeks before the confinement.

Every medical practitioner working for the State or for a state institution in return for remuneration shall be required to issue such certificate free of charge; on presentation of the certificate the employer shall give an acknowledgment of receipt for all legal purposes.

136. The employer shall pay the difference between the maternity allowance granted by the Honduran Social Security Institute and the remuneration due to the woman worker during pregnancy in accordance with the preceding section.

Where the Honduran Social Security Institute is not required to grant a maternity allowance, the entire sum mentioned in this section shall be paid by the employer.

137. Where a woman worker has a miscarriage or gives birth to a premature stillborn child, she shall be entitled to between two and four weeks' leave, which shall be remunerated at the rate she earned at the commencement of the leave. In the case of live births the provisions of section 135 shall apply.

To be granted the leave referred to in this section a woman worker shall furnish her employer with a medical certificate indicating—

(a) that she has had a miscarriage or premature confinement, the date of the miscarriage or confinement being stated; and

(b) the length of time for which she needs to rest.

In this case or whenever a woman worker is absent from her work for longer than the allotted time on account of sickness which is shown by a medical certificate to be due to pregnancy or confinement and which renders her incapable of work, she shall

likewise be entitled to the privileges conferred in connection with prenatal and postnatal leave for such time as is necessary for her recovery, subject to a maximum of three months.

Such privileges shall not be granted in cases of criminal abortion.

138. Where a woman is absent from her work for longer than three months on account of sickness which is shown by a medical certificate to be due to pregnancy or confinement and which renders her incapable of work, she shall be granted leave for such time as is necessary for her recovery; save as may be otherwise agreed, she shall not be entitled to remuneration during such leave, but shall retain her job and all rights conferred by her contract of employment.

139. The grant of maternity allowances to a woman worker during the periods immediately before and after her confinement shall be subject to her resting during that time and may be suspended if the General Inspectorate of Labour or its representatives establish at the employer's request that she is engaged in other remunerated work (except housework compatible with her state of health).

140. An employer shall be required to grant a woman worker two breaks of 30 minutes each during the day, one in the morning and the other in the afternoon, to enable her to feed her child; no deductions of any kind shall be made from her wage on this account for such time as the child is less than six months old.

This right shall be exercised by the mother at such times as she deems fit, without any other formality than that of informing the person in charge of the work of the times that she has chosen.

The employer shall be required to grant other rest periods, in addition to those prescribed in the preceding paragraphs, if the woman worker furnishes a medical certificate indicating the reason therefor.

In discharge of his obligations under this section the employer shall arrange for a nursing room (or some other suitable place where the child can be kept) to be available near the place where the nursing mother is employed.

The facilities referred to in the preceding paragraph may be provided by the child welfare authorities, under a contract made with the employer.

141. The remuneration due in respect of the compulsory leave shall be fixed on the basis of the average remuneration earned over the last 180 days (or over some shorter period if the woman worker has not been employed for that length of time), reckoned from the date on which she ceases work. The remuneration due in respect of the daily nursing breaks shall be fixed by

dividing the remuneration earned over the appropriate pay period by the number of hours actually worked, which gives the rate to be applied. Where the remuneration is not constant, the rule laid down for compulsory prenatal and postnatal leave shall be observed.

142. Every person employing more than 20 women workers shall be required to provide suitable premises where mothers can safely feed such of their children as are under 3 years old and where they can leave them during working hours under the supervision of a trained person appointed and remunerated by the employer. Such premises shall be simple and such as the employer can afford in the opinion of the General Inspectorate of Labour, whose approval shall be required.

143. In calculating the number of women workers for the purposes of the preceding section, account shall be taken of the total number of such workers employed in a given undertaking, even where they work in separate establishments or premises in a given place.

144. No woman worker may be dismissed on the ground that she is expecting or nursing a child.

There shall be a presumption that a woman worker has been dismissed on the ground that she is expecting or nursing a child if the dismissal takes place during her pregnancy or the three months following her confinement and the permission mentioned in the following section has not been obtained.

A woman worker who is dismissed without permission from the competent authority shall be entitled to the payment of compensation equal to 60 days' pay, in addition to any compensation and benefits due under the contract of employment, and also to payment in respect of the ten weeks of paid leave referred to in this chapter if she has not already taken it.

145. To dismiss a woman worker during her pregnancy or the three months following her confinement an employer shall require the permission of the labour inspector (or the mayor in places where there is no labour inspector).

The permission referred to in this section shall be granted only on one of the grounds entitling the employer to terminate the contract of employment, as indicated in section 112.

The fact that the output of a woman worker has decreased by reason of her pregnancy shall not be a valid ground for her dismissal.

Before making a decision, the competent official shall hear the woman worker and take all relevant evidence requested by the parties. If the request for permission to dismiss the woman worker is examined by the mayor, his decision shall be provisional and subject to review by the labour inspector in the nearest town.

146. Where an employer fails to grant the paid leave referred to in sections 135 and 137, the woman worker concerned shall be entitled by way of compensation to twice the remuneration due for any leave not granted.

147. It shall not be lawful to employ an expectant woman on work requiring considerable exertion. It shall likewise be unlawful to employ an expectant woman on night work for longer than five hours.

148. Any citizen may report a contravention of the provisions in this Code and the regulations made thereunder as to the protection of women and young persons.

Chapter II. Work of Domestic Servants

149. The expression " domestic service " means service performed for any person in return for remuneration, where the said person does not intend the work to be a source of profit but merely seeks to use the worker's services in his house on a continuous basis for himself alone or for the members of his family, whether the domestic servant is accommodated in the employer's house or elsewhere.

All matters not provided for in the contract shall be governed by local custom.

150. The expression " domestic servant " means any person normally and continuously engaged in cleaning, assistance and other work connected with a household or other place of residence or private dwelling.

151. Domestic service includes the work of housekeepers, nurses, cooks, governesses, private chauffeurs, servants, nursemaids and washer-women and other similar work.

152. Persons employed in domestic service in industrial, commercial, social and other similar undertakings shall be regarded as manual workers; they shall have the rights conferred on manual workers and shall be subject to the general provisions of this Code.

153. In the absence of proof to the contrary it shall be assumed that the remuneration of domestic servants includes the provision of accommodation and of food of normal quality in addition to the payment of a money wage.

154. The work of domestic servants shall not be subject to the provisions governing rest days and public or national holidays; such persons shall, however, enjoy ten hours of complete rest every day, of which not less than eight shall be consecutive hours

of the night and two for the taking of meals. On the public or national holidays prescribed in this Code such persons shall be granted an additional six hours' rest and shall be entitled to one day's rest with pay for every six days' work.

155. Every employer shall give the domestic servants in his employment an opportunity to attend night school.

156. Domestic servants shall also be entitled to leave with pay in the same way as all other workers.

157. Before making the contract and as an essential condition of the contract, the employer may require the production of a health certificate issued in the course of the last 30 days by a medical practitioner employed by the Honduran Social Security Institute, the General Directorate of Health or any of their subordinate authorities or by a medical practitioner working for the State or for a state institution in return for remuneration. Such certificate shall be issued free of charge. Where there is no such medical practitioner, a health certificate issued by any registered medical practitioner may be produced.

158. The first 15 days of domestic service shall be deemed to be a period of probation, and either of the parties may terminate the service of his own volition, subject to 24 hours' verbal notice, which shall be assumed to have been given in the absence of proof to the contrary.

After the period of probation has expired, the contract may not be terminated unless seven days' notice has been given (or one month's notice if the worker has been employed continuously for longer than one year). In such cases appropriate compensation may be paid in lieu of notice.

159. Notwithstanding the provisions of the second paragraph of the preceding section, the employer may terminate the contract without notice, subject only to his paying the domestic servant for the number of days worked, if the latter abandons his employment, is dishonest or immoral, illtreats or is disrespectful to the persons living in the employer's household or neglects his duties or if there is any other ground on which the employer is justified in terminating the contract of employment.

160. The domestic servant shall be entitled to terminate the contract and demand the payment of one month's wages if the employer or any person living in the employer's household illtreats him or incites him to commit a criminal or immoral act. Apart from cases in which any of the normal grounds apply, he shall likewise be entitled to terminate the contract if the employer fails to pay the wages due to him, in which case he shall have the right

to seven days' wages in compensation if he has completed less than one year's service, and to one month's wages in compensation if he has been employed for one year or more.

161. The compensation and payment in respect of notice to which the domestic servant is entitled shall be calculated on the basis of his cash remuneration only.

162. Any communicable disease contracted by the employer or any of the persons living in the household where the domestic servant is employed shall entitle the latter to terminate his contract without notice or liability.

The same right shall be enjoyed by the employer, save where the disease has been contracted by the domestic servant through direct contact with the employer or the persons living in the household. In such cases the worker shall be entitled to leave of absence until he has fully recovered, to assistance while he is ill and to the payment of his full wages.

163. Whenever a domestic servant is ill (in cases other than minor illnesses) and is incapacitated for work for longer than one week, the employer shall be entitled, if he does not avail himself of section 104, to terminate the contract on the expiry of this time limit, without any other obligation than to pay the worker one month's wages for every year of continuous service or any fraction of a year exceeding three months. Such compensation shall not exceed an amount corresponding to four months' wages.

164. Where, in the event of sickness, a domestic servant needs to be admitted to hospital or placed in isolation, the employer shall make the necessary arrangements with the nearest hospital or voluntary institution, shall pay any reasonable expenses incurred in connection with transport and other emergency measures and shall immediately notify the domestic servant's next-of-kin.

If a domestic servant dies in his employer's house as a result of illness, the employer shall pay any reasonable funeral expenses.

165. On the employer's death, the contract shall subsist with any of the employer's relations who were living in his household and continue to live there after his death.

Chapter III. Homeworkers

166. The expression "homeworker" means any person who manufactures articles in his own home or in some other place of his own choosing without being subject to the immediate supervision or direction of the employer or his representative.

The sale of materials by the employer to the worker in order that the latter may manufacture specified articles therefrom and sell them in his turn to the employer or any other similar instance of evasion shall constitute a contract for home work and shall be subject to the provisions of this Code.

167. Every employer engaging the services of one or more homeworkers shall, in addition to notifying the Ministry of Labour and Social Welfare of the fact without delay, maintain a register duly stamped and approved by the competent department of the Ministry or by the mayor, indicating—

(a) the full names and addresses of the said workers;

(b) the address of the place where the work is done;

(c) the amount and nature of the work given out on each occasion, with a statement of the quantity, quality and price of the raw materials supplied;

(d) the date on which the said materials were issued to each of the workers concerned and the date on which the latter are to return the manufactured articles;

(e) the form and amount of the remuneration or wage due; and

(f) the grounds or reasons for any reduction or suspension of the work.

In addition he shall arrange for vouchers to be printed in duplicate, for signature by the worker when he receives any materials which have to be supplied to him or any wages due, or for signature by the employer and transmission to the worker when the latter hands in any manufactured articles. In all such cases the relevant details of the transactions or persons shall be given.

168. The employer shall furnish each homeworker engaged by him with a wage book free of charge; this book shall be stamped and approved in the same way as the register mentioned in the preceding section. It shall, in addition to the particulars required by the preceding section, contain a record of any wages or advances paid.

169. Any defective work or manifest deterioration of materials shall entitle the employer to deduct not more than one-tenth of the wages payable to the homeworker, pending discussion of the case and the allocation of responsibility.

170. The remuneration of homeworkers shall be paid when the work is handed in, or at intervals not exceeding one week. In no case shall the remuneration be less than that paid for the same work in the same locality or than the wages that the workers concerned would have earned in the workshop or factory of an employer.

Any employer contravening this provision shall be ordered to pay each homeworker compensation equal to twice the wages that have not been paid.

171. Family workshops, small-scale industries and home work shall be subject to supervision by the labour and health inspectors; all the relevant safety, health and hygiene regulations shall be observed.

172. Every person employing homeworkers shall be required to furnish the labour authorities with such reports as they request, especially in connection with the conditions of work and the wage rates paid to the persons in his employment.

Chapter IV. Work of Apprentices

173. The expression "contract of apprenticeship" means any contract whereby an employer undertakes to give practical training to a worker, or to cause such training to be given, in any occupation, craft or trade, while using the services of the trainee for a specified period in return for remuneration, which may be less than the minimum wage.

174. The expression "apprentice" means any person undertaking to work for an employer in return for practical training which the employer gives or causes to be given in an occupation, craft or trade and for an agreed remuneration, which may be less than the minimum wage.

175. Capacity to make a contract of apprenticeship shall be governed by Chapter II of Part II of this Code.

176. Every contract of apprenticeship shall contain at least the following particulars:

(a) the full name, occupation and domicile of the employer or principal;

(b) the full name, age and domicile of the apprentice;

(c) the occupation, craft or trade which is the subject of the apprenticeship, and the services to be performed by the apprentice;

(d) the time and place of the instruction;

(e) the remuneration payable to the apprentice in the form of wages and other benefits, the rates at which the said remuneration is to be increased in the course of the apprenticeship, details of the board and lodging (where the cost is borne by the employer or principal) and the cash value thereof; and

(f) the amount of time that the apprentice may devote to training outside the workshop.

177. Every contract of apprenticeship shall be made in writing; if a contract is not so made, the services performed shall be deemed to be subject to the provisions governing contracts of employment.

178. No contract of apprenticeship shall be made for more than one year, unless the appropriate labour authority gives written permission for the period to be extended; in no case shall the duration of the apprenticeship exceed three years.

If a contract of apprenticeship is terminated for reasons not attributable to the apprentice before the expiry of the periods specified in the preceding paragraph, the Ministry of Labour and Social Welfare shall endeavour to place the apprentice in another vacancy where he can receive the same or similar training.

Where a new contract of apprenticeship is made, due account shall be taken of the period of apprenticeship already served.

The General Inspectorate of Labour shall ensure that no contract of apprenticeship lasts longer than it deems to be necessary, having regard to the age of the apprentice, the type and method of training and the nature of the work.

179. On the termination of a contract of apprenticeship the employer shall give the apprentice a certificate testifying that he has been trained in a particular occupation, craft or trade.

If the employer refuses to issue such certificate, the General Inspectorate of Labour shall, if so requested by the apprentice, arrange for him to undergo a proficiency examination at one of the state trade schools, or, where there is no such school, an examination given by a board of workers skilled in the occupation, craft or trade in question; a primary schoolteacher shall assist the board in conducting the examination.

If the apprentice passes the examination, the employer shall issue the certificate within the next 24 hours.

No remuneration shall be paid in respect of the examinations referred to in this section.

180. In addition to his obligations under section 95, the employer shall have the following special obligations towards the apprentice:

(1) to train the apprentice in the occupation, craft or trade in which he has undertaken to instruct him, without employing him on unrelated jobs that may detract from the apprenticeship;

(2) to inform the parents or legal representatives of any apprentice who is under age of any instances of illness or bad conduct or any other matters of importance concerning the apprentice;

(3) on the termination of the apprenticeship, to give preference to the apprentice, all other things being equal, in filling any vacancy that may occur in the occupation, craft or trade that he has learned;

(4) to arrange for such general education as is compatible with the apprentice's training in his chosen occupation, craft or trade, more particularly by arranging for him to attend technical schools connected with the occupation. Where the apprentice cannot read or write, the employer shall, in places without a night school, allow him two hours off each day to enable him to attend a suitable school; and

(5) to issue the apprentice with a certificate on the termination of his apprenticeship, indicating the duration of the instruction given and the knowledge and experience acquired.

181. In addition to the obligations prescribed for every worker in section 97, the apprentice shall have the following special obligations:

(1) to perform the agreed services in person and with all diligence and care and to comply with all orders, instructions and directions given by the employer or principal;

(2) to be loyal and respectful towards the employer or principal, the members of his family, and the employees and clients of the establishment;

(3) to maintain strict secrecy with respect to the private life of the employer or principal, the members of his family and his employees; and

(4) to cause no unnecessary expense to the employer or principal in the performance of his work.

182. There shall be a period of probation not exceeding 60 days in length to determine whether the apprentice is physically and mentally fitted for the occupation; if so, the apprenticeship shall run for the agreed time or for such time as is necessary.

183. In addition to the general grounds on which an employer is entitled to terminate a contract of employment, any employer may dismiss an apprentice without incurring liability if—

(1) the apprentice fails to discharge his obligations under section 181; or

(2) the apprentice proves during the period of probation to be manifestly unfitted for the occupation, craft or trade or is patently lacking in diligence in the course of his apprenticeship.

184. An apprentice shall be justified in leaving his employment without notice if the employer or principal fails to discharge his obligations under section 180 or if the employer or any member of the employer's family tries to induce him to commit an unlawful or indecent act.

In cases covered by the preceding paragraph or in cases of unwarranted dismissal the apprentice shall be entitled to one month's wages in compensation.

185. Either of the parties may terminate the contract by giving seven days' notice. The employer may dispense with such notice on payment of the remuneration for the corresponding period.

186. All employers and workers shall be under an obligation to admit apprentices for training in their undertakings; the number of apprentices so admitted shall be at least 5 per cent. of the total number of workers engaged in each occupation or trade in the undertaking concerned.

Where there are less than 20 workers in a given trade, there may be one apprentice notwithstanding.

The children of the workers employed in a given undertaking shall have a prior claim to employment as apprentices in that undertaking.

187. If the employer cannot himself direct the work of an apprentice, he shall designate a person to act as the principal.

188. Employment and training in reformatories and approved vocational schools and schools of arts and crafts shall be governed by special provisions.

189. Industrial undertakings shall be required to set up apprentice training schools for their particular spheres of activity, with the object of promoting workers' education among the children of their employees.

The Ministry of Labour and Social Welfare shall issue regulations in connection with this obligation; account shall be taken of the financial resources of the undertakings concerned.

190. An apprentice shall enjoy all the benefits and be subject to all the obligations instituted by a contract of employment, save only that he shall not be covered by minimum wage legislation.

For all legal purposes the contract shall be deemed to run from the commencement of the apprenticeship.

Regulations governing contracts of apprenticeship shall be made by the Executive after considering a report from the workers' and employers' organisations or undertakings particularly concerned.

Chapter V. Agricultural, Stockbreeding and Forestry Workers

191. All operations carried out in the countryside in connection with crop-growing, land development, stockbreeding or forestry shall be deemed to be agricultural work.

Work of an industrial character, even where it is related to agriculture, shall be excluded.

In case of doubt, a ruling on the description of the work shall be given by the local labour inspector or his representative. An appeal against the labour inspector's ruling may be lodged with his superior.

192. All natural or artificial persons engaged in the cultivation on their own account of land that is their property or the property of others, as tenants, usufructuaries, etc., whether they manage their farms themselves or do so through agents or managers, shall be deemed to be agricultural employers.

193. All persons who, in an agricultural or stockbreeding undertaking, perform tasks peculiar to such undertakings and commonly performed therein shall be deemed to be agricultural or stockbreeding workers.

The foregoing definition shall not include managers, overseers, bookkeepers or other salaried employees belonging to the administrative staff of the undertaking.

194. The employment of agricultural workers shall be governed by the general provisions applicable to individual contracts of employment in so far as such provisions are not incompatible with agricultural work or with the provisions of this Chapter.

Where no hours are fixed for agricultural work, such work shall not be subject to any limitation of time, and the hours to be worked shall be determined by the nature of the work, by conditions in the area or by custom.

195. Every agricultural, stockbreeding and forestry undertaking regularly employing more than ten workers shall be required to provide them with suitable accommodation, set aside premises for the care of the sick and supply such medicines and other medical requisites as may be needed in an emergency.

196. Every agricultural, stockbreeding and forestry undertaking shall take preventive action to eradicate tropical diseases.

197. The Ministry of Labour and Social Welfare and the Ministry of Public Health and Social Assistance shall take the requisite steps for the implementation of the last two foregoing sections.

198. Every agricultural, stockbreeding and forestry undertaking where there are 20 or more children of school age whose parents are workers employed in such undertaking shall provide suitable premises for setting up a school.

199. Where women or young persons are employed in agricultural or stockbreeding work with the employer's consent, they shall be deemed to be agricultural workers, even if such work is

regarded as ancillary or complementary to that done by the head of the family as an agricultural worker. Such agricultural workers shall accordingly be deemed to be bound to the employer by a contract of employment.

200. Wages shall be paid at intervals not exceeding one week.

201. No agricultural labourer shall build or plant on the land of the farm without the employer's permission.

202. Where, at harvest time, there is a likelihood of danger or considerable losses, the workers shall work even on rest days and outside normal working hours, subject to the payment of the statutory wage increases.

203. Where work is done on what is generally referred to as a "task" basis, the labour inspector may reduce such tasks to a reasonable limit if there are reasons for so doing.

204. Hours of work, compulsory rest periods, leave, remuneration and the rights and duties of employers and workers shall be governed by the general provisions on the subject.

Chapter VI. Transport Work

205. The expression "transport worker" means any person employed on vehicles used for the transport of passengers or goods, or both.

206. The provisions of this Chapter cover all private, state and municipal undertakings and apply to all wage and salary earning transport workers and to all drivers employed by the State, by any municipality or diplomatic or consular representative or by any owner using his vehicle without a view to profit.

207. Every transport worker shall be provided with a booklet issued by the undertaking or owner of the vehicle. Such booklet shall contain—

(1). the worker's full name and age;

(2) the name of the undertaking or owner of the vehicle;

(3) his nationality and domicile;

(4) his date of entering and leaving the employment;

(5) his wage or salary;

(6) his job and the type and number of the vehicle; and

(7) the signatures of the employer and the worker.

208. In addition every driver shall hold the necessary driving licence issued by the appropriate traffic authority and a certificate

to the effect that he has furnished the security required by law of every vehicle driver.

209. No undertaking or owner shall employ a worker if he is not in possession of the booklet, licence and certificate referred to in the last two foregoing sections.

210. In addition to the general grounds prescribed in this Code an employer shall be entitled to dismiss a driver for failure to observe the traffic rules or such special rules of the undertaking as have been legally approved.

211. No worker who is engaged to work at a specified and fixed place shall be compelled to move to some other place, save in accordance with the rules laid down in this Code.

212. The contract need not specify the exact duration of the journey for which the worker is employed; it shall be sufficient for the geographical destination of the journey to be indicated. No driver shall be required to cover more than 400 kilometres a day.

213. Having regard to the nature of the work, a transport worker may be employed for more than eight hours a day, on condition that rosters are established in accordance with the requirements of the service, Sundays, Saturday afternoons and public holidays being included as working days.

In no circumstances shall the total number of hours worked exceed 44 a week in the case of day work or 36 in the case of night work.

214. Any time worked in excess of what is deemed in this Code to constitute a normal day's work shall be regarded as overtime for the purpose of remuneration.

215. Hours worked as a result of taking the wrong road or in consequence of an accident for which the worker is responsible shall not be regarded as overtime.

The employer shall not be liable for overtime worked as a result of *force majeure* or a fortuitous event.

216. No transport worker shall take on goods or passengers at any place other than those appointed for the purpose by the undertaking. Any breach of this section shall be sufficient cause for the worker's dismissal.

217. Every transport undertaking shall establish a grading system for its workers, and their advancement shall be governed strictly by length of service and merit.

218. In the event of a strike the appropriate labour inspector shall, where such action is required by the importance and urgency of the service, decide how many workers are to remain on duty.

219. For the better application of the principles and provisions of this Code to transport undertakings, the Executive shall, by orders issued through the Ministry of Labour and Social Welfare, make such regulations as it deems appropriate, in accordance with the following principles:

(a) such regulations may be applicable to the whole territory of the Republic, to a single branch of transport or to a specified undertaking; in any event they shall be issued only after prior consultation with any employers and workers concerned; and

(b) in issuing such regulations due attention shall be paid to the need to avoid a break in the continuity of the services provided by the undertakings concerned, the safety which such undertakings have to guarantee the public and the rights of the workers.

Chapter VII. Work at Sea and on Inland Waterways

220. The complement of a vessel shall comprise the master, the officers of the deck and engine-room departments, the supercargoes and pursers, the seamen, and any persons employed on board the vessel in any capacity, with the exception of the following:

(1) persons working exclusively on their own account;

(2) persons whose work is solely connected with the cargo on board and who are not actually employed by either the shipowner or the master;

(3) dockworkers travelling from port to port; and

(4) articled apprentices and trainees in receipt of grants.

221. For all legal purposes the master of the vessel shall be regarded as the employer's representative, unless he is himself the employer; he shall also have such authority and powers as are conferred upon him by ordinary law.

222. Contracts of employment with the crew may be made

(1) for a specified period, for an unspecified period or for a particular voyage; and

(2) on the basis of a share in the freight or profits.

A contract made for a particular voyage shall cover the entire period from the time when the crew member goes on board until the vessel has finished unloading on the conclusion of the return voyage to its home port: Provided that the contract may expressly state that it is to end in some other port. The vessel's home port

shall be understood to be that indicated in the contract; if no port is so indicated, it shall be the Honduran port where the shipowner or employer has his head office and, in case of doubt, the port of registry.

A contract made for a specified or unspecified period shall indicate the port to which the crew member is to be repatriated; if no such indication is given, it shall be presumed that the said port is the crew member's port of embarkation.

In the case of a contract made for an unspecified period, the temporary docking of the vessel shall not involve the termination of the contract, but shall merely suspend its effects until the vessel returns to service. Repairs shall not be regarded as an instance of the temporary docking of the vessel.

223. Before terminating a contract, the employer shall always repatriate the crew member concerned to the place or port indicated for each type of contract in the preceding section. No exception shall be made in the event of shipwreck, but an exception may be made in the event of the imprisonment of the worker for an offence committed on foreign soil and in other similar cases where it is absolutely impossible to comply with the above requirement.

224. If a Honduran vessel changes its nationality or is lost through shipwreck, all the contracts of employment made in connection with it shall be deemed to have been terminated as soon as the obligation referred to in the preceding section has been discharged and the earning due to crew members up to the time of their disembarkation have been paid. In the first case crew members shall be entitled to three months' wages, unless the statutory compensation is higher, and in the second case they shall be entitled to the equivalent of two months' wages, unless they are entitled by law or custom to claim a larger sum.

225. Crew members engaged for a particular voyage shall be entitled to a proportionate increase in their wages if the voyage is prolonged or delayed, unless such prolongation or delay is due to *force majeure*.

Wages shall not be reduced if the voyage is curtailed, irrespective of the cause.

226. The parties shall not be permitted to terminate a contract of employment, even for a valid reason, as long as the vessel is on a voyage. The vessel shall be deemed to be on a voyage when it is at sea or in some Honduran or foreign port other than those specified in section 222 for the purposes of the repatriation of the worker:

Provided that if, while the vessel is in any port, the master finds a substitute for a worker who wishes to leave his employment, the latter may terminate his contract in accordance with

the statutory procedure. The employer may also terminate the contract while the vessel is not in any of the ports mentioned in section 222, on condition that the worker is guaranteed his repatriation to such port and the payment of any sums to which he may be entitled under his contract of employment.

227. The fact that the master's place is taken by another person who does not afford a sufficient guarantee of safety, ability and efficient leadership or that the vessel's destination is changed when the contract has been made for a particular voyage shall also be a valid reason for a worker to terminate his contract if proof of the circumstances relating to the master is submitted to the appropriate officials and no substitute is found for him within the time limit fixed by such officials.

228. The master shall have sole power to fix the hours of work and the composition of watches in accordance with maritime practice: Provided that the competent authorities may take action to uphold any principles of social justice that are infringed.

229. The vessel with its engines, equipment, stores and cargo shall constitute security for the payment of any wages or compensation due to the workers, who shall have a prior claim in the settlement of debts.

230. Without prejudice to any legal liability he may incur, a worker wilfully leaving the vessel while it is on a voyage shall automatically forfeit any unpaid wages to which he is entitled, on condition that such wages do not exceed the amount due for one week's work. The foregoing shall not apply in cases where the master finds a substitute, as indicated in section 226.

The master shall deposit such wages with the Honduran authorities, for transmission to the Ministry of Labour and Social Welfare, which shall forward them to the appropriate seamen's union.

231. A worker who is ill through no fault of his own while the vessel is on a voyage shall be entitled to medical care at the employer's expense, whether on board the vessel or ashore, without loss of pay; once cured, he shall, on request, be entitled to repatriation to the appropriate place, as indicated in sections 222 and 223. Cases covered by the Social Insurance Law[1] or by the provisions relating to employment injuries shall be governed by that Law or by such provisions.

232. The forms of contract for seamen serving in ships engaged in international trade under the Honduran flag shall be

obtained from the General Directorate of Labour or from the Honduran consulate for the port from which the vessel sails. The contracts and names of the crew shall appear in a single document, to ensure that there are no members of the crew who have not been duly articled.

233. The contract of employment made with the members of the crew shall be drawn up in Spanish in four copies and signed by the master or whoever is acting in his stead and by the seamen in the presence of the appropriate Honduran official. One copy shall be retained by each party and one by the official in whose presence the contract was signed, and one shall be deposited with the General Directorate of Labour or sent to it by the official witnessing the contract.

The master or whoever is acting in his stead shall display a copy of the contracts for the information of the seamen in a prominent and easily accessible place.

234. It shall not be lawful for agents to take any part in the enrolment procedure.

The foregoing shall not apply to trade unions and such other non-profit-making institutions as have received permission from the General Directorate of Labour.

235. The master and other officers performing duties of a technical or professional character on board Honduran merchant vessels shall hold certificates of competency entitling them to perform such duties.

Such certificates shall be issued for a period of four years by duly authorised harbourmasters within the Republic, and otherwise by the appropriate consul; such certificates shall be renewable for a further period of four years: Provided that wireless operators' certificates shall be issued by the Director-General of Electrical Communications. Such certificates shall be issued on the basis of the diplomas or other reliable documentary evidence produced by the applicants as proof of their technical or professional competence.

The harbourmasters of Honduran ports and the consuls of the Republic in foreign ports where Honduran vessels call shall satisfy themselves that the ships' officers have appropriate certificates of competency on board.

236. Every crew member shall obtain an identity booklet as proof of his identity, nationality and occupation.

Every crew member of a Honduran merchant vessel of more than 30 tons gross tonnage shall be entitled to possess and carry on his person an identity booklet authorising him to work in Honduran merchant vessels.

Application for the booklet shall be made to the government department responsible for the Honduran merchant marine. Duly

authorised customs officers in Honduran ports and Honduran consuls in foreign ports shall have power to issue such booklets to seafarers who apply for them and furnish proof that they are entitled to possess them.

237. A crew member's identity booklet shall contain the following information:

(1) the number of the booklet;
(2) a photograph of the bearer;
(3) his fingerprint and signature;
(4) his full name, the number and place of issue of his identity card, and his date and place of birth, nationality, occupation, domicile and marital status;
(5) any distinguishing marks;
(6) the name and type of vessel in which the seaman has undertaken to work or from which he has been discharged;
(7) the place and date of his enrolment;
(8) his job on board;
(9) the place and date of making the contract;
(10) the signature of the master and of the Honduran official issuing the booklet; and
(11) the place and date of issue of the booklet.

238. The booklet shall contain a sufficient number of pages with the necessary columns left blank so that entries may be made from time to time, showing the name and nationality of the vessel in which the crew member is employed, the date and place of his enrolment, his employment on board, the date and place of his discharge, the nature of his services and the signature of the master or the agent for the vessel.

239. No person under 16 years of age shall be employed in any vessel.

The foregoing shall not apply to cadets in training ships that are approved and supervised by the Ministry of Education.

240. Every master of a Honduran vessel shall ensure that not less than 90 per cent. of the seamen on the muster roll are of Honduran nationality.

The harbourmasters of Honduran ports and the consuls of the Republic in foreign ports where Honduran merchant vessels call shall satisfy themselves that the masters, owners or agents of such vessels strictly comply with the provisions of this section.

241. Any contravention of the preceding section shall render the offender liable to the cancellation of the vessel's registration and to a fine of between 1,000 and 5,000 lempiras, which shall be

imposed by the General Inspectorate of Labour or, outside Honduras, by a consular official of the Republic.

242. The wages of a worker who dies during a voyage shall be paid in accordance with the following rules:

(1) on the basis of the number of units of time served, if the settlement would otherwise have taken that form;

(2) if the contract was made for a particular voyage, the worker shall be deemed to have earned half the agreed amount if he dies on the outward journey and the full amount if he dies on the return journey; and

(3) if the payment is by shares, the worker's full share shall be paid if he dies after the beginning of the voyage.

The employer shall be under no obligation to make any payment if death occurs before the vessel's normal date of sailing.

243. If the worker dies or is taken prisoner while defending the vessel, he shall be deemed to be present for the purpose of the earnings to which he would have been entitled under his contract until the end of the voyage or what should normally have been the end of the voyage.

244. The master of a Honduran merchant vessel shall allow the crew the necessary leave of absence to cast their votes in popular elections, on condition that such absence does not, in his opinion, endanger the safety of the vessel or prevent it from sailing at the appointed hour on the appointed day.

245. Subject to the conditions laid down in the preceding section and to the other requirements prescribed in this Code, crew members shall be allowed leave of absence to discharge trade union or civic duties.

246. An agreement concluded on board between the master of a Honduran merchant vessel and a person who has come on board unlawfully and who concludes the said agreement for the purpose of earning by his personal services the passage money which he was trying to evade shall not be deemed to be a contract of employment.

247. The owner of one or more vessels shall, as the employer, sign a contract with the crew or with the union to which most of the crew belong and shall state in the contract the name of the vessel or vessels to which the contract relates.

248. Every contract of employment made by crew members of Honduran nationality for employment in foreign vessels shall conform to the requirements of section 43.

249. Contracts providing for the payment of different wage rates for the same work shall be valid if the work is done in vessels of different kinds.

250. Where a contract is due to expire within ten days and a new voyage is planned for a longer period, any member of the crew shall be entitled to request the termination of his contract so as not to be compelled to serve on such a voyage, on condition that he gives the employer notice three days before the date of sailing.

251. The master shall grant a weekly rest, either in port or at sea, to all crew members who are not on duty, on condition that such rest does not affect the working of the vessel: Provided that crew members who are permanently on call or who cannot be granted a weekly rest owing to the nature of their work shall be paid at overtime rates for the period of the weekly rest.

252. Leave shall be reckoned from the moment of going ashore and, if the date of sailing is earlier than the end of the leave, the crew member concerned may forgo the remainder of his leave, on condition that he is allowed to take it when the vessel reaches port again. If he does not forgo the remainder of his leave, he shall be deemed to be on unpaid leave from the end of the leave until he rejoins his vessel.

253. If the crew so prefer, their wages may be paid in foreign currency, an amount equivalent to the contractual amount being handed to them when the vessel is in port or in foreign waters, or is about to enter such waters.

254. Training and drill in the avoidance of nautical hazards shall be carried out in accordance with the shipping regulations, no overtime being payable for any work so done. In such cases the master and officers shall act as representatives of the authorities and not as representatives of the employer.

255. Every employer shall provide comfortable and hygienic accommodation on board for the crew.

256. In every contract made with a crew member it shall be understood, even if not expressly stated, that the cost of remitting funds to his relatives shall be met by the employer for such time as the vessel is away from Honduras.

257. Where an employment accident occurs on board, the master shall report it to the harbourmaster's office of the next port of call within 24 hours of the occurrence.

If the vessel calls at a foreign port, the master shall submit such report to the Honduran consul or, if there is no such consul,

to the labour court of the first Honduran port of call, without prejudice to the other obligations in this respect that are provided for in this Code.

258. The safety inspection of merchant vessels shall be the exclusive responsibility of the inspectors of shipping; the labour inspectors shall confine themselves to the supervision of labour conditions while vessels are in port and in so doing shall have due regard for the shipping regulations.

259. Crew members shall be subject to the provisions as to strikes contained in this Code, save that a strike shall never be called while the vessel is under way or at anchor or moorings away from port. If a strike is called while the vessel is anchored or moored in port, all crew members shall leave the vessel: Provided that the personnel responsible for the safe custody of the vessel shall remain on board to ensure its safety and proper maintenance.

260. Where a vessel is taken to a foreign port for repairs and its condition is such that the crew cannot remain on board, the shipowner shall provide them with food and lodging. The foregoing shall also apply in a Honduran port if it is not the place where the contract was made. In neither case shall the crew be liable for any of the expenses so incurred.

261. Every contract shall specify the percentage to be paid to the crew for the salvage of another vessel.

262. In addition to the grounds listed in section 112, the following shall be valid grounds entitling the employer to terminate a contract of employment:

(a) any wilful and manifest breach or disobedience of orders given by the master in the exercise of his duties;

(b) abandonment of the watch;

(c) failure to show a proper respect for the passengers;

(d) being drunk when the vessel sails or while it is under way, or being under the influence of narcotic drugs or in any other similar abnormal condition;

(e) failure to report on board at the appointed time for sailing, or subsequent disembarkation, with the result that the voyage is missed; and

(f) any other grounds prescribed in the relevant statutory provisions, in so far as they do not conflict with this Code.

263. In addition to the grounds listed in section 114, the following shall be valid grounds entitling the worker to terminate his contract of employment:

(a) a declaration of war between Honduras and the nation to whose territory the vessel is sailing;

(b) the receipt of news from a reliable source before the voyage begins that there is an epidemic at the port where the vessel is to unload; and

(c) the occurrence of either of the circumstances referred to in section 227, or the death of the master of the vessel.

264. The provisions of this Code shall govern the relations between employers and workers in coasting vessels and seamen in vessels engaged in international trade.

Every person employed on board a vessel in any capacity shall be deemed to be a seaman, except –

(1) the master;
(2) the pilot;
(3) the officers;
(4) the ship's doctor;
(5) the sick bay or hospital staff;
(6) persons working solely on the basis of a share in profits or earnings;
(7) persons whose work is solely connected with the cargo on board and who are not actually employed by either the shipowner or the master; and
(8) dockworkers travelling from port to port.

In so far as they are not covered by this Code, the relations between employers and workers in vessels engaged in international trade or in the home trade shall be governed by the provisions of the Merchant Shipping Law and the Commercial Code.

All matters relating to hygiene on board ship and to the health and safety of the crew shall be governed by the provisions of the relevant international Conventions, the Health Code, the regulations made thereunder and the other relevant laws.

265. For the better application of the principles and provisions of this Code to employers and workers with respect to work at sea and on inland waterways, the Executive shall, by orders issued through the Ministry of Labour and Social Welfare, make such regulations under this Chapter as it deems appropriate.

Chapter VIII. Railway Work

266. Work on the railways throughout the country, whether such railways are under state or private ownership, shall be governed by the provisions of this Code.

267. The following shall be deemed to be railway workers: stationmasters, signalmen, guards, diesel locomotive drivers, goods

and ticket clerks, steam locomotive drivers, firemen, brakesmen, pointsmen, goods handling staff, locomotive and motor truck servicing staff, mechanics and assistant mechanics, workshop staff, whether skilled or not, maintenance staff, crane operators, gantrymen, trainedespatchers and, in general, all wage and salary earners directly connected with the rail transport service, whether in offices, on the track or in the yards.

268. Due attention shall be paid to physical fitness, efficiency and length of service in granting promotion to workers in accordance with their contracts of employment.

269. The hours of work shall be governed by the requirements of the service and may begin at any time of the day or night. Such hours may take the form of day work, night work or work done partly by day and partly by night.

Day work is that done between 5 a.m. and 7 p.m.

Night work is that done between 7 p.m. and 5 a.m.

Where a person's hours of work cover a period including part of the day and part of the night, the whole period shall be deemed to have been worked at night if three hours or more were worked during the night; if less than three hours were worked during the night, it shall be deemed to have been worked partly by day and partly by night.

Where night work is deemed to be done within the meaning of this section, the wage increase referred to in section 273 shall be paid in respect of the entire period; where work is deemed to be done partly by day and partly by night, the wage increase shall be paid only in respect of the period of night work.

Where the length of the working day has been extended beyond eight hours and up to the maximum permitted by this Chapter, and where three or more hours are worked at night, the increase shall be paid in respect of the eight hours of normal work and not in respect of the hours of overtime, to which in this special case the overtime rate alone shall apply. Where the number of hours worked at night is less than three, the increase in respect of night work shall be paid as in the case of work done partly by day and partly by night.

270. For the purpose of fixing the limits and length of the working day any time during which a worker remains at the disposal of the undertaking shall be regarded as actual work. Where a worker cannot leave his place of work during his breaks for rest or meals, the time so spent shall likewise be regarded as actual work.

Any time during which a worker remains idle for reasons beyond his control after the hour at which he is required to report for work in accordance with the timetables drawn up by the undertaking or, in the case of work not governed by a regular timetable,

in accordance with orders received shall be regarded as actual working time.

Any time during which a worker does not remain at the disposal of the undertaking and can leave his place of work during his breaks for rest or meals shall not be regarded as actual working time.

271. In calculating actual working time, every hour of night work shall, for the sole purpose of fixing the maximum working hours, be reckoned as equivalent to 80 minutes. The foregoing shall apply only to time actually worked during the night and not to time worked during the day but regarded as night work within the meaning of this Code.

272. The normal hours of work shall be deemed to be

(a) 44 a week in the case of day work and 36 a week in the case of night work;

(b) 192 a month in the case of day work and 156 a month in the case of night work; and

(c) 176 in any period of four consecutive weeks of day work and 144 in any period of four consecutive weeks of night work.

For purposes of this section hours of night work shall be calculated in the manner and at the rate specified in the preceding section for the sole purpose of maintaining the statutory relationship between hours of work by day and hours of work by night.

273. The statutory increase for every hour of work which is deemed to be done at night in accordance with the provisions of this Chapter shall be 20 per cent.

The statutory increase for every hour of work which is deemed to be overtime in accordance with this Chapter shall be 50 per cent.

Each increase shall be independent of the other and, where work is deemed to be both overtime and night work, both increases shall accordingly be calculated from, and added to, the normal daily wage rate. This paragraph shall not apply to the special case of an extended working day referred to in the last paragraph of section 269.

274. The increase in respect of night work shall be granted, where appropriate, in accordance with sections 270 and 273.

The increase in respect of overtime shall be granted in accordance with the same sections and on the basis of the following:

(a) overtime shall be deemed to be any time worked in excess of the limits fixed in section 272 of this Code;

(b) even within the limits specified in clause *(a)* above, overtime shall be deemed to be any time worked in excess of eight hours a day in the case of day work and six hours a day in the case of night work;

(c) actual working time shall not exceed an aggregate of 12 hours' normal work and overtime a day, save where a collective agreement has been concluded to the contrary with the approval of the General Directorate of Labour.

275. The following shall be deemed to be actual working time:

(a) any time spent by a worker in travelling between any point or place where he is required to report for work by order of the undertaking and the point where he is actually employed;

(b) any time spent by a worker in travelling between one point and another on the track or tracks to replace or relieve an absent worker, irrespective of the cause of the replacement or relief.

276. Wherever reference is made to actual work or actual working time, it shall be understood that the normal wage or the normal wage plus the appropriate increase is payable in respect thereof.

277. Work outside the limits specified in the foregoing provisions or in the agreements referred to in clause *(c)* of section 274 shall be permitted, subject to the payment of a 30 or 70 per cent. increase, depending on whether such work is done by day or night, in the following cases only:

(a) force majeure;

(b) a fortuitous event;

(c) an accident or the prevention of an impending accident;

(d) extremely urgent work on the machinery or plant of the undertaking;

(e) a collision or derailment, the collapse or destruction of any bridge or track, or the interruption of telephone communications along the track;

(f) cases of similar gravity to those mentioned above.

Work in the cases referred to in this section shall be limited to the strict minimum necessary to restore the service or to achieve the end in view. If the limits referred to in clause *(a)* of section 274 are exceeded by reason of any of the circumstances mentioned either above or in clause *(c)* of section 274 or in section 274 [*sic*] of this Code, the total number of hours actually worked shall not exceed 62 in any period of six days or 234 in any month.

278. Any extra time spent by a worker in correcting mistakes made during normal working hours and for which he alone is responsible shall not be deemed to be overtime: Provided that such time shall be deemed to be overtime if the worker incurs a disciplinary penalty in connection with his mistake.

279. Subject to a maximum of 12 hours a day, 62 hours a week or 234 hours a month, any undertaking may require its workers to do overtime in order to maintain a proper service, on the understanding that it shall then pay them the increases to which they are entitled.

The Executive may progressively restrict the application of this section, after consulting the undertakings and workers' organisations concerned.

280. Every undertaking shall endeavour to organise its work in such a manner that there is normally a reasonable interval between the end of one working day and the beginning of the next: Provided that such interval shall not in any circumstances amount to less than eight hours.

281. Where the interval referred to in the preceding section is less than ten hours, the normal wage payable on the following day shall be increased by 15 per cent.; this increase shall be independent of any other increases payable for any other reasons. Where the interval is ten hours or more, but less than 12 hours, the increase payable shall be 10 per cent.

282. The rest day may be fixed for any day of the week: Provided that it shall be the same for any individual worker and shall not be changed until a given day of rest has been taken three weeks running, without prejudice to the provisions of section 283 of this Code. Undertakings may employ a roster system of rest days varying from week to week, on condition that one day of rest is granted for every five days worked.

The roster system of rest days shall be arranged on the basis of tables, whereby the workers can ascertain their days of rest over a period of at least three months.

The General Directorate of Labour shall supply the tables for the roster system or the standard forms to be used for the purpose.

283. No undertaking may habitually employ its workers on their weekly rest day, but may do so by way of exception on payment of twice the wage corresponding to the number of hours worked.

An undertaking shall not be required to pay this double wage if it reaches an agreement with the worker that he is to enjoy a compensatory rest day during the same week or an additional day of annual leave for every rest day worked, as a compensation for the rest not taken, on condition that such agreement is invariably confirmed in writing.

No undertaking may employ a worker on his day of rest more than 12 times in any year, even in any of the circumstances referred to above.

284. Every undertaking that operates a railway shall strictly comply with all provisions issued for the prevention of industrial accidents and occupational diseases and shall introduce as part of its practice such measures as science, technology and experience dictate.

285. Every undertaking that operates a railway shall provide its workers free of charge with clean and comfortable accommodation when they are required by the exigencies of the service to live or spend the night in places other than their normal domicile or residence.

The accommodation provided shall consist of a bed and clean bed linen for each worker, together with a sufficient number of chairs and tables.

As far as possible a suitable place for meals shall also be provided, together with the necessary facilities.

286. In appropriate cases the undertaking shall provide sufficient food or pay each worker a sum of money in advance to cover the cost of meals.

Where it does not provide food, the undertaking shall pay each worker such sum of money as is fixed by collective agreement.

287. In the event of a strike the strikers shall be required to provide, and the employer and his representatives to accept, a sufficient number of workers to perform such work as is essential to the servicing of hospitals and to the safety and maintenance of rolling stock, workshops and track. The workers shall also continue to work relief trains and those operated in the service of the State. In any event they shall take each train to the end of its run.

288. Where an undertaking that operates a railway contracts to provide services for the State, it shall be deemed to be acting as an agent of the State in the event of war or any serious disturbance of public order.

289. Where a worker who is about to complete the period of service prescribed for retirement purposes in the appropriate collective agreement, is guilty of some action which does not involve his loss of civil rights and is not deemed to be a criminal offence, account shall be taken of the length and quality of his service and the appropriate disciplinary penalty shall be imposed without affecting his entitlement to a retirement pension.

290. Even where they receive the compensation to which they are legally entitled, workers whose employment is terminated owing to a reduction of staff or the abolition of certain posts shall retain any rights acquired before their termination, with a view to their reinstatement if their posts are re-established, and also

with a view to their employment in the branch from which they were discharged, on condition that they continue to belong to the trade unions that concluded the relevant collective agreements and that they were members of those unions at the time of the reduction. If not, their rights to reinstatement shall be unaffected.

291. Members of a train crew shall not take on goods or passengers at any place other than those appointed for the purpose by the undertaking. Any breach of this section shall render the offender liable to the termination of his contract of employment.

292. This Chapter applies to all forms of work on the railways, that is to say the overland transport by rail of both passengers and goods, whether under a contract of carriage or as an incidental to the main work of an undertaking that is not a transport undertaking.

293. The Executive, acting on the recommendation of the Ministry of Labour and Social Welfare, shall make such regulations under this Chapter as it deems appropriate.

294. All matters not covered by this Chapter shall be governed by the other relevant provisions of this Code.

Chapter IX. Work in Air Transport

295. Employment relationships in air transport shall be governed by Part IV (General Provisions), Division I (Relationships of Undertakings with Their Workers), of the existing Civil Aviation Law and, in the absence of relevant provisions in that Law, by the provisions of this Code.

296. For the better application of the principles and provisions of this Code to air transport undertakings and for their better co-ordination with those of the Civil Aviation Law, the Executive shall, by orders issued through the Ministry of Labour and Social Welfare, make regulations for the work covered by this Chapter.

Chapter X. Workers in Petroleum Undertakings

297. On petroleum prospecting and producing sites every employer shall build accommodation for his workers; such accommodation shall be of a temporary or permanent character, according to the nature of the work, and shall conform to any health regulations issued by the General Inspectorate of Labour, having regard to the special requirements imposed by the climate and

terrain in the area and the need to prevent endemic and epidemic diseases.

The employer's obligations in this regard shall also include drainage of the land wherever necessary.

298. Petroleum undertakings shall supply their workers on prospecting and producing sites with wholesome and sufficient food or pay them such wages as are necessary to buy such food in view of the prices prevailing in the area. Any food supplied shall be reckoned as part of the wages and its estimated value shall be stated in the contract of employment and in any documents or references made out by the employer.

299. Every such undertaking shall engage the services of a Honduran physician and surgeon who is legally entitled to practise, if over a period of more than one month the number of workers employed by the undertaking does not exceed 200, and another such practitioner for every fraction of 200 in excess of 50.

300. Every undertaking shall, in each permanent centre of employment, build one or more hospitals, according to the recorded number of workers and dependants, with modern operating, laboratory, X-ray and dispensing facilities, a sufficient supply of drugs to meet the needs of any sick persons who apply for treatment and a separate department for patients suffering from infectious or contagious diseases.

301. Every undertaking shall provide hospital care for all workers that require it.

302. Every undertaking, acting through its physicians and other health personnel, shall take such preventive action as may be ordered by the Ministry of Labour and Social Welfare and the Ministry of Public Health and Social Assistance to counter malaria, tropical anaemia, dysentery, yaws and other endemic tropical affections, as well as the so-called social diseases, and to guard by modern scientific means against smallpox, yellow fever, diphtheria, typhoid fever and such other diseases as can be avoided by vaccination.

303. Petroleum undertakings shall be entitled to contract with the Ministry of Public Health and Social Assistance for the establishment of joint health centres in areas where work is in progress, and it shall be the responsibility of such centres to provide the health and welfare facilities referred to in this Chapter.

304. All matters not covered by this Chapter shall be governed by the other relevant provisions of this Code and by the Petroleum Law.

Chapter XI. Work in Mines

305. It shall be a special obligation of mining undertakings to provide free medical, pharmaceutical, surgical and hospital care for their workers in the event of a non-occupational illness lasting up to six months. Such undertakings shall engage the services of a Honduran physician and surgeon who is legally entitled to practise for every 200 workers or fraction of 200 in excess of 50.

306. No undertaking to which this Chapter applies shall, on the expiry of the period of medical care provided for in the preceding section, discharge a worker who is still unfit for work without first complying with its obligations under sections 104 and 105, in addition to meeting the cost of transport to the nearest town or village where there is a physician and a public hospital.

307. Every mining undertaking shall provide such means of preventing and curing malaria and such special treatment for endemic tropical affections as the physician may advise.

308. Every mining undertaking shall comply with the rules issued by the Ministry of Labour and Social Welfare and the Ministry of Public Health and Social Assistance in connection with occupational hygiene and safety and the maintenance of health in labour camps.

309. All matters not covered by this Chapter shall be governed by the other relevant provisions of this Code and by the Mining Code.

Chapter XII. Commercial Employees

310. The expression "commercial employee" means any person employed by a commercial or trading establishment to assist it in performing certain commercial operations.

Every owner of a commercial establishment, on admitting a person to his employment, shall record such person's name and the nature of his duties in a register to be kept for the purpose, and shall give every employee whose name is so recorded a written attestation as evidence of the entry made.

The following particulars shall be recorded in the register: the employee's full name and his place and date of birth, nationality, marital status, occupation or trade and place of domicile; the number and place of issue of his identity card; the nature of the work and the date of its commencement; the period for which the contract was concluded; the normal hours of work; and the amount of the wage and the place, date and intervals of payment.

The attestation referred to above shall be without prejudice to the employer's obligation under section 312 of this Code.

311. No commercial employee shall be compelled by his superiors or employers to work for more than eight hours a day. The distribution of the hours of work shall be settled by agreement between each employer and his employees.

The assistants in pharmaceutical chemists' shops whose premises are open for business after normal closing hours and the employees of lighting undertakings and other essential services who have to work for more than eight hours in order to deal with an additional workload shall receive the appropriate extra pay in accordance with the provisions of Part IV of this Code. The same shall apply to other commercial employees who work longer than eight hours on normal working days by agreement with their employers. No commercial employee shall be compelled by his superiors to work on public holidays.

312. Every manager or owner of a commercial establishment or undertaking shall, in the month of January of each year, furnish the General Directorate of Labour with a list of the persons in his employment and shall report any changes that occur, showing Hondurans separately from aliens and giving particulars of the duties performed and salaries earned by each, together with all the particulars specified in section 310 and any other particulars requested by the General Directorate.

313. The fact that a person working in a commercial establishment also works for some other person outside the statutory hours of work shall not prevent him from being regarded as primarily employed by the former.

314. All stores, shops, factories, workshops and other commercial or industrial establishments shall have a sufficient number of seats for their employees to be able to sit down whenever their duties permit.

315. In commercial establishments the seats shall be behind the counters or display cases, whether permanent or temporary, and no account shall be taken of the seats available for the use of the public.

316. In industrial establishments the employees shall be seated while at work if the nature of their jobs permits and the employer shall provide them with seats to enable them to work with the minimum of fatigue.

317. The labour inspectors shall ensure compliance with the preceding sections and shall impose fines of between 5 and 10 lempiras for a first offence and 50 lempiras for every subsequent offence.

Part IV. Hours of Work, Rest Days and Wages

Chapter I. Hours of Work

318. The provisions of the following sections of this Part shall be generally applicable, but do not exclude the special arrangements prescribed for certain kinds of work in other Chapters of this Code or any arrangements made by agreement between the parties, subject to the statutory limits.

319. Normal hours of work shall be those agreed between the parties or, if there is no such agreement, the statutory maximum.

320. The expression "overtime work" means any work in excess of the normal hours of work, and in any event in excess of the statutory maximum.

321. Day work is that done between 5 a.m. and 7 p.m. and night work that done between 7 p.m. and 5 a.m.

Where the hours worked cover part of the period of day work and part of the period of night work, the work shall be regarded as being done partly by day and partly by night, if the period of night work is less than three hours in length; otherwise the work shall be regarded as night work. The maximum hours for work done partly by day and partly by night shall be seven a day and 42 a week.

322. The normal hours of day work shall not exceed eight a day and 44 a week, for which a wage corresponding to 48 hours' work shall be paid. The normal hours of night work shall not exceed six a day and 36 a week.

The foregoing provisions shall not apply in the clearly defined and exceptional cases specified in this Code.

A worker who is absent on any day of the week and fails to work the full 44 hours shall only be entitled to a wage proportionate to the time worked, on the basis of the wage payable for a 48-hour week.

The foregoing principle shall also apply to normal hours actually worked by night or partly by day and partly by night.

323. The expression "actual working time" means any time during which the worker remains at the employer's disposal or cannot leave his place of work during his breaks for rest or meals.

324. The Government may order the hours to be reduced in particularly unhealthy or dangerous types of work, after an investigation has been carried out by the Ministry of Labour and Social Welfare.

325. The provisions as to the maximum statutory hours of work shall not apply to—

(a) persons in managerial or supervisory posts or positions of trust;

(b) domestic servants, whether in urban or rural areas;

(c) persons employed on intermittent work, such as hairdressers, hotel staff and any other persons whose work is so described by the General Directorate of Labour and persons whose work consists merely in supervising others, such as stewards or overseers, if they are resident at their place of work;

(d) private chauffeurs and drivers employed by transport undertakings of all kinds, whatever the form of their remuneration;

(e) persons engaged in work that by its nature is not subject to fixed hours, e.g. ag culture, stockbreeding and the like; and

(f) workers paid on commission and similar workers who do not perform their duties on the premises of the establishment or place of employment.

Such persons shall not, however, be required to remain at work more than 12 hours a day and while at work shall be entitled to a minimum rest period of one-and-a-half hours, which may be divided into periods of not less than 30 minutes each.

The Executive shall, by orders issued through the Ministry of Labour and Social Welfare, make such regulations as are necessary to determine the scope of this section.

326. The normal hours of work on any day may be continuous or may be divided into two or more periods with such breaks for rest as are appropriate to the nature of the work and the requirements of the workers.

Where it is agreed that the normal hours of work are to be continuous, the worker shall be entitled to a minimum of 30 minutes' rest in the course of the day; this rest shall be counted as actual working time.

327. At the end of each working day the workers shall be granted a rest period of not less than ten consecutive hours.

328. Permanent workers who by law or by agreement with their employers work less than 44 hours a week shall be entitled to receive the full wage for a normal week of day work.

329. Night work, solely by reason of its being done at night, shall be remunerated at 25 per cent. more than day work.

The same increase shall be paid for any hours of night work when work is done partly by day and partly by night.

330. Any actual work that is done outside the limits specified for normal hours of work in the preceding sections or that

exceeds any shorter hours of work agreed between the parties shall be deemed to be overtime and shall be remunerated at the following rates:

(1) at 25 per cent. more than the day-time wage when the work is done by day;

(2) at 50 per cent. more than the day-time wage when the work is done by night; and

(3) at 75 per cent. more than the night-time wage when the overtime is done in addition to night work.

331. No overtime rate shall be payable when a worker is employed on overtime for the purpose of correcting mistakes which he made during his normal hours of work and for which he alone is responsible.

332. The normal hours of work, plus overtime, on any day shall not exceed 12 hours unless persons, establishments, machinery, equipment, plants, products or crops are threatened by the occurrence of a disaster or by some imminent danger and substitutes cannot be found for the workers concerned or the work be suspended without manifest damage.

333. Overtime shall not be permitted in the case of work that is by nature dangerous or unhealthy; nor shall an employer allow a given worker to work overtime more than four times a week, unless there is a manifest shortage of labour at sowing or harvest time.

334. Every employer shall arrange as many shifts, each consisting of different workers, as are necessary to do the work within the limits of the working hours prescribed in this Chapter.

335. In his wage books or payrolls every employer shall record the amounts paid to each worker in respect of overtime separately from the entries in respect of normal hours.

336. Detailed rules for the application of the preceding sections to transport and communication undertakings and to undertakings in which the work is of a special or continuous nature shall be contained in regulations to be issued by the Executive, which shall take due account of the requirements of the service and the interests of employers and workers.

337. The employer shall not in any circumstances allow his workers to be employed in such a manner that they have to forgo the normal time that they would otherwise devote to restoring their energies.

The employer shall also avoid any change in shifts that alters the hours intended for rest and meals.

Chapter II. General and Special Rest Days

338. Every worker shall be granted one day's rest, which shall preferably be Sunday, for every six days' work. Notwithstanding the foregoing, a rest period of 24 consecutive hours may be fixed for any other day, in substitution for the rest on Sunday, in the following cases:

(1) where there is an evident and urgent need to do work which cannot be interrupted;

(2) where the technical or practical nature of the work is such that it has to be continued;

(3) where an interruption of such work on Sundays could be seriously prejudicial to the public interest or to public health;

(4) in agriculture and stockbreeding; and

(5) in the work of domestic servants and private chauffeurs.

The foregoing shall also apply where it is desired to make a working day of a public or national holiday.

Every worker shall invariably be guaranteed his weekly rest.

No exception to the rule of a compulsory rest on Sundays shall apply to persons under 16 years of age.

339. Every employer shall be obliged to pay his workers for the following public or national holidays, even where they fall on a Sunday: 1 January, 14 April, 1 May, 15 September, 3, 12 and 21 October and 25 December; the same obligation shall apply in respect of Maundy Thursday, Good Friday and Easter Saturday.

If an employer suspends work on account of any public holiday not mentioned in the preceding paragraph he shall be required to pay the wages due for the said holiday as if work had been continued.

The wages due in respect of public or national holidays not worked shall be paid on the basis of the daily average of the ordinary and overtime pay earned by the worker during the week immediately preceding the public or national holiday in question.

If the worker did not work during the immediately preceding week, the rate shall be based on the wage paid for a normal day's work.

Where wages are fixed on a fortnightly or monthly basis, they shall implicitly include the payment due in respect of any public or national holidays not worked.

340. Where work is continued on a weekly rest day or public or national holiday by virtue of an agreement, the wage paid in respect thereof shall be calculated in proportion to the time worked at double the rate payable for a normal working day, without prejudice to the worker's entitlement to any other day of rest in the course of the week in accordance with section 338.

341. The Government may prohibit or limit Sunday work in particular occupations in the larger towns, irrespective of the number of workers employed in each establishment.

No worker shall be employed after 1 p.m. on the day preceding the weekly rest day.

342. In the case of work that cannot be suspended, such as work on voyages on inland waterways or by sea, any rest days which the workers concerned are prevented from taking over a week or more shall be carried over until the week following the conclusion of the work; if the contract of employment terminates on the conclusion of the work, an appropriate sum of money shall be paid in lieu.

343. Where work is normally or invariably done on Sundays, the employer shall post up a list at least 12 hours beforehand in a public place within the establishment, showing the workers who cannot have their Sunday rest owing to the requirements of the service. The list shall also indicate the date and time when the compensatory rest is to be taken.

344. All commercial and industrial establishments shall be closed on Sundays and national holidays, subject to the following exceptions:

(1) those covered by section 338; hotels, restaurants, public markets, undertakings for the sale of refreshments, chemists' shops, undertakers, bakers and petrol stations;

(2) places of amusement and entertainment; and

(3) establishments for the retail sale of foodstuffs (vegetables, fruit and milk).

Such establishments may remain open on all days and at all hours authorised by the laws or special regulations in force. Such regulations shall be issued after consultation with the employers and workers concerned.

Chapter III. Annual Leave

345. Every worker shall be entitled to annual leave with pay, to the extent and at the times indicated in this Chapter. In the event of unwarranted dismissal, the employer shall, in addition to any statutory compensation due, pay such cash amount in lieu of leave as corresponds to the worker's period of service.

346. The period of paid leave to which a worker is entitled after each year of continuous employment with the same employer shall be at least

(a) ten consecutive working days after one year's continuous service;

(b) 12 consecutive working days after two years' continuous service;

(c) 15 consecutive working days after three years' continuous service;

(d) 20 consecutive working days after four or more years' continuous service.

The continuity of employment shall not be deemed to be broken by unpaid leave, rest periods granted in accordance with this Code, the regulations made thereunder and the related laws, certified illness, the extension or renewal of the contract of employment, or any other similar factor that does not terminate the contract.

347. In types of employment where the work is not regularly maintained throughout the year, the requirement of continuous service shall be deemed to have been fulfilled if the person concerned has worked for not less than 200 days in the course of the year in question.

348. The time for taking the annual leave shall be indicated by the employer within three months of the date of entitlement thereto, and the leave itself shall be granted automatically or on application by the worker, due account being taken of the requirements of the service and the effectiveness of the rest. The employer shall give the worker ten days' notice of the date on which his leave is to be granted.

Any sums to which the worker is entitled in respect of leave shall be paid to him three days before the leave begins.

It shall not be lawful to pay cash in lieu of leave, but the Ministry of Labour and Social Welfare may authorise such payment in special cases where prejudice would otherwise be caused to the national economy or to industry.

349. Any worker who has become entitled to leave and who ceases to be employed for any reason before taking it shall receive an appropriate cash payment in lieu.

Where a contract of employment is terminated for reasons attributable to the employer before the completion of the period giving rise to an entitlement to leave, the worker shall have the right to receive such proportion of the cash amount that would have been payable to him in respect of leave as corresponds to his period of service.

350. It shall not be lawful to accumulate leave: Provided that such accumulation shall be permissible once only if the worker holds a technical or managerial post, a position of trust or some other similar job that makes it especially difficult to find a substitute for him. In such cases leave may be accumulated for not more than two years.

351. Every worker shall enjoy an unbroken period of leave; in cases of urgent necessity, however, the employer may require a worker to interrupt his leave and return to work. In such cases the worker shall not forfeit his right to the remainder of his leave.

The employer shall defray any out-of-pocket expenses incurred by the worker on account of the interruption and resumption of his leave.

352. For the purpose of assessing the wages payable to a worker in respect of leave, the basis taken shall be the average ordinary remuneration earned by him over the last six months or over any shorter period where the contract has not been in force for six months; together with the value of any remuneration payable in kind.

To calculate the average mentioned in the preceding paragraph the total sum of the amounts received by the worker as ordinary wages shall be divided by the number of days worked by him over the period taken as a basis for the calculation.

353. Any unwarranted absence from work shall not be deducted from the period of leave, save where the worker has been paid therefor.

If the wages of the worker have been fixed on a fortnightly or monthly basis, the employer shall not deduct any unwarranted absence for which the worker has been paid in excess of a number of days equal to one-third of the period of leave.

354. No worker shall be permitted to do work of any kind for any other person while on leave.

355. The employer shall keep a written record, signed by the worker, of any leave granted and of any leave accumulated in accordance with section 350.

In the absence of proof to the contrary it shall be assumed that leave has not been granted if the employer, when requested to do so by the labour authorities, fails to produce the relevant records signed either by the worker or, if he so requests and he cannot sign his name, by two of his fellow workers, or bearing the worker's fingerprint.

356. A worker shall be entitled to leave even if he is not required by his contract to work the full normal number of hours or on every day of the week.

357. Any worker appointed to act as a representative of his country at international labour congresses or conferences that have been approved by the ministry concerned shall be entitled to the continued payment of his wage or salary for such time as he so acts.

The wage or salary earned in accordance with this section shall not affect the leave to which the worker is entitled.

The foregoing shall also apply in cases where the worker acts as a representative within Honduras.

Where the worker acts as a representative within Honduras, the time so spent shall not exceed ten days; where he acts as a representative abroad, the time so spent shall not exceed 20 days.

The ministry concerned shall specify the time for which the worker is to act as a representative in each case.

358. In determining the amount due as leave pay, no account shall be taken of any sums received in the form of bonuses or ex gratia payments.

359. The Ministry of Labour and Social Welfare shall ensure strict compliance with the provisions of this Chapter and shall, through the General Inspectorate of Labour or its representatives, impose fines of between 5 and 100 lempiras for any offences thereunder, without prejudice to the exercise of any right to which the offences relate.

Chapter IV. Wages

360. A wage or salary is the remuneration that an employer is required to pay a worker under a contract of employment or by virtue of an employment relationship.

361. Wages include not only the fixed or ordinary remuneration but also all payments received by the worker in cash or kind in consideration of his services, irrespective of the form or denomination thereof, such as regular bonuses, allowances and grants, overtime pay, pay for work on compulsory rest days, percentages of sales, commissions and shares in profits.

362. Wages shall not be deemed to include any sums that the worker receives from time to time from the employer as a mere gratuity, such as occasional bonuses, allowances and grants, or what he receives in cash or kind not for his own benefit, to meet his own needs or to enrich his own estate but for the better discharge of his duties, such as representation allowances, transport, equipment and the like, or social security benefits.

363. Wages shall be fixed at the discretion of the parties, but shall not be less than the minimum fixed in accordance with this Code.

364. For the purposes of payment, it may be agreed that the remuneration is to be calculated on the basis of—

(a) a unit of time (month, fortnight, week, day or hour);

(b) a unit of work (piece, job or agreed rate); or

(c) a share in the profits, sales or receipts of the employer.

365. Wages shall be paid in legal tender. It shall not be lawful to make payment in the form of promissory notes, vouchers, tickets, coupons or any token intended as a substitute for cash.

366. Any additional benefits received by a rural worker or his family in the form of food, housing and other articles intended for their immediate personal consumption shall be regarded as part of the ordinary remuneration for the work done, on condition that the value assigned to such benefits does not exceed 30 per cent. of the cash wage and that such articles are provided by the employer at or below cost.

In agricultural and stockbreeding undertakings the right to use land which the employer makes available to the worker for sowing and the enjoyment of the produce shall be regarded as remuneration. In such a case the remuneration shall be deemed to be equal to the agreed rent for the land.

Supplies furnished by the employer to the worker free of charge shall not be regarded as wages, and their value shall not be deducted from the cash wage or taken into account in fixing the minimum wage.

367. In fixing the wage payable in each type of work, account shall be taken of the degree of concentration and quality involved, the climate, the living conditions and the length of service of the worker. Equal wages shall be paid for equal work without any discrimination whatsoever, on condition that the jobs, the hours and the workers' efficiency and length of service within the same undertaking are also equal. It is understood that such wages include not only all payments made on a day-to-day basis but also all grants, allowances, accommodation and other items received by a worker in consideration of his ordinary work.

It shall not be lawful to establish different wage rates on grounds of age, sex, nationality, race, religion, political opinion or trade union activities.

368. The parties shall fix the interval for the payment of wages, but it shall not in any circumstances exceed one week in the case of manual workers or one month in the case of intellectual workers and domestic servants.

If the wages consist of a share in the profits, sales or receipts of the employer, a sum payable to the worker once a week or once a month shall be fixed in proportion to his requirements and to the probable amount of his earnings. A final settlement shall be made not less than once a year.

Subject to the provisions of the preceding paragraph wages shall be paid in full in each pay period. For the purpose of

assessing any compensation or benefits granted in pursuance of this Code, the full wage shall be deemed to mean the amount earned during the normal hours of work and overtime, or during the equivalent hours in the case of work done at piece rates.

For the purpose of the preceding paragraph the provisions of section 366 shall apply to wages that include additional benefits.

369. Except as may be otherwise agreed in writing, payment shall be made at the place of employment of the worker, during or immediately after working hours.

No payment shall be made (or if so made shall not be recognised) in any place of amusement or intemperance, shop or place for the sale of alcoholic liquor, save where the workers concerned are employed in the establishment where payment is effected.

370. Wages shall be paid directly to the worker, to a person authorised by him in writing in the presence of two witnesses, or to a person appointed by written order of the labour authorities.

371. The minimum wage fixed by law or agreement, the wage payable during annual leave and the first 100 lempiras of the monthly amount of any wage shall not be liable to attachment.

Only one-quarter of the sum in excess of 100 lempiras in the monthly amount of any wage shall be liable to attachment.

Notwithstanding the provisions of the preceding paragraphs, any type of wage shall be liable to attachment in the following cases:

(1) up to 50 per cent. to pay maintenance allowances in the manner prescribed by law; and

(2) up to 40 per cent. to pay for the worker's dwelling or any articles of food purchased for his own consumption or that of the members of his family or his wife or the person living as his wife, where such persons live with him and are financially dependent on him.

Where two or more writs of attachment are issued in cases to which clauses (1) and (2) of this section relate, the later writ or writs shall affect only the prescribed percentage of the part of the wage not affected by the first writ.

372. In no circumstances shall interest be charged on any advances made by the employer to the worker on account of wages.

Any debts contracted by the worker with the employer on this account or on account of excess payments or civil liabilities incurred in connection with his employment shall be paid off while the contract of employment is in force over not less than five wage periods. On the termination of the contract the employer shall be entitled to make the necessary final settlement.

In other cases any debts contracted by the worker with the employer or with any of the employer's associates, dependants or employees while the contract of employment is in force or before it is made shall not be deducted from or set off against wages except in so far as the wages earned by the worker are liable to attachment.

373. Wages not exceeding 200 lempiras a month shall not be ceded, transferred, set off or hypothecated in favour of persons other than the worker's wife or the person living as his wife and the members of his family who are living with him and are financially dependent on him, except in so far as the wages in question are liable to attachment. The foregoing shall be without prejudice to lawful transactions with co-operative societies or credit institutions operating under a permit granted in accordance with the law.

374. Credits accruing to workers on account of wages earned over the past year, cash compensation to which they are entitled on the termination of their contracts of employment, and social security benefits shall enjoy priority. In the event of insolvency, failure, bankruptcy, attachment, inheritance or other similar circumstances, the administrator, trustee, depositor or executor shall be required to pay such credits within 30 days of their formal recognition by the labour judge or as soon as funds become available if there are no funds available on the expiry of this period.

375. Workers employed by contractors or middlemen shall be entitled to require the persons on whose behalf the said contractors or middlemen are operating to retain and pay out the amount of any salaries or wages earned in an agreed pay period, if such amount was not paid on the due date.

376. Every worker shall be entitled to receive his wages for such time as his contract is in force, even where no work is done as a consequence of orders issued by the employer or on account of circumstances attributable to the employer.

377. Where no wage rate has been expressly fixed the wage due shall be that normally paid for the work in question, or, where there is no such normal wage, a wage fixed in the light of the quantity and quality of the work done, the worker's ability and the terms customary in the area.

378. In the absence of any agreement to the contrary in cases where the work is done for a certain number of days or on the basis of a prescribed unit, piece or measurement or in some other way allowing of its partial performance, the wage may be paid in instalments and the worker shall be entitled to require it to be so paid, in proportion to the work done.

379. To be valid, any document involving a set-off, compromise, settlement or arrangement between the worker and the employer shall be drawn up in the presence of the competent labour authorities.

380. Every person regularly employing ten or more workers shall keep a wage book duly approved and stamped by the General Directorate of Labour, which shall prepare models and instructions for the proper printing of such books.

Every person regularly employing three or more workers but less than ten shall draw up a nominal roll conforming to the models adopted by the Honduran Social Security Institute.

Chapter V. Minimum Wage

381. The expression " minimum wage " means the wage that every worker is entitled to receive to meet his normal material, spiritual and cultural needs and those of the members of his family.

382. In fixing the minimum wage, account shall be taken of the characteristics of each kind of work, the special conditions obtaining in each region and each occupation, the cost of living, the relative aptitude of the workers and the systems of remuneration adopted by undertakings.

In fixing the minimum wage of rural workers, account shall be taken of the benefits provided by the employer in the form of housing, crops, fuel and other similar advantages that reduce the cost of living.

The fact that some employers may have to provide board and lodging for their workers shall also be taken into account in fixing the minimum wage.

383. The minimum wage shall be fixed from time to time by the Ministry of Labour and Social Welfare in accordance with clause (5) of section 112 of the Constitution of the Republic [2], on the basis of the recommendations made to it by the National Minimum Wage Board, which shall consist of—

(a) the General Inspector of Labour (chairman);

(b) the Director-General of Census and Statistics.

Each of the above officials shall have a deputy, who shall be his immediate subordinate or the person acting as such;

(c) one representative and one deputy representative of the National Economic Council;

(d) one representative and one deputy representative nominated by the workers' organisations of the Republic; and

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[2] *Legislative Series*, 1957 (Hon. 5).

(c) one representative and one deputy representative nominated by the associations of farmers, stockbreeders and industrialists and by the chambers of commerce.

In the case of clauses *(d)* and *(e)* the Ministry of Labour and Social Welfare shall select the representatives from among the nominations put forward by the organisations concerned.

384. The National Minimum Wage Board may appoint provincial minimum wage boards consisting of the provincial governor (chairman) and one employer and one worker. The employer and worker shall each be appointed from a list of three candidates submitted by the employers' and workers' organisations, where such exist.

385. The National Minimum Wage Board shall also have power to appoint special boards for one or more industries in one or more production centres or areas, to study the conditions obtaining therein and to propose appropriate minimum wage rates therefor.

Such boards shall consist of a representative of the industrialists concerned, a representative of the workers' union concerned and a representative of the National Board.

386. The National Minimum Wage Board shall have the following terms of reference:

(1) to make recommendations to the Ministry of Labour and Social Welfare before 30 April each year for the fixing of wages in the various provinces, regions or areas of the country, for each branch of clerical, industrial, agricultural, stockbreeding and commercial work;

(2) to ensure compliance with any wage-fixing decrees made and to report contraventions to the labour authorities; and

(3) to give an expert opinion on any application for a revision of the wage rates while a minimum wage-fixing decree is still in force, on condition that the application is signed by at least ten employers or workers in the branch of clerical, industrial, agricultural, stockbreeding or commercial work for which the revision is requested. Where there are fewer than ten employers, the application shall be signed by all the employers in the branch concerned.

387. In the light of the aforesaid reports and opinions the Ministry of Labour and Social Welfare shall make an executive decree fixing the minimum wage rates that are to apply during the year beginning on the first day of July next following its promulgation in each branch of clerical, industrial, commercial, stockbreeding and agricultural work and in each economic area or territory.

In fixing such rates, due account shall be taken of whether the wages are paid in the form of time, piece, job or agreed rates, so that the interests of workers whose earnings are based on lump sums or units of work are not adversely affected; such rates shall also be fixed according to the class of worker and the kind of work.

388. The opinion of the National Minimum Wage Board on any application for revision made while a decree is still in force shall be brought to the notice of the Ministry of Labour and Social Welfare within 30 days of the submission of the application to which the opinion relates. The Ministry shall give a decision within six days of receiving of the opinion.

Any change or derogation shall take effect ten days after the promulgation of the appropriate decree.

389. The fixing of a minimum wage rate shall automatically amend any contracts of employment providing for a lower rate and shall raise such lower rate to the minimum without altering the other provisions of the contracts.

390. For the better discharge of their duties the boards shall always take account of the current cost-of-living index calculated by the Central Bank of Honduras and may require the General Directorate of Labour or any other public body or institution to supply them with such assistance or reports as they may need.

Private undertakings shall supply any information requested of them, subject to the limitations laid down by the ordinary law.

Part V. Protection of Workers in the Course of Their Employment

Chapter I. Occupational Health and Safety

391. All employers and undertakings shall be required to provide and equip such premises and plant as will guarantee the workers' health and safety.

For this purpose they shall, within such time as may be determined by the General Inspectorate of Labour and in accordance with such regulations as may be issued by the Executive, take at their own expense all necessary health and safety measures at their places of employment to prevent, reduce or eliminate the risk of employment injuries.

392. Every employer shall also comply, and ensure compliance, with the measures prescribed by the Ministry of Labour and Social Welfare for the prevention of employment injuries.

393. Home work and work on which only members of the same family are engaged shall be subject to the foregoing provisions, the obligations laid down therein being discharged by the workers concerned or by the head of the family, as the case may be.

394. Measures shall be taken in industrial and commercial establishments to protect the morals and ensure the well-being of the workers. Such measures shall more particularly include the following:

(1) a prohibition on the introduction, sale and use of narcotic drugs or intoxicating liquor;

(2) the provision of special premises for eating and sleeping, which shall not be permitted at workplaces; and

(3) the limitation to 50 kilograms of the weight of any sack or package carried by a worker, with a margin of up to 10 per cent. in such special cases as are specified in regulations. Heavier loads shall be moved by mechanical means.

395. Any process, plant or industry shall be deemed to be unhealthy if it is capable of giving rise to conditions that could threaten or impair the workers' health owing to the substances used, manufactured or given off or owing to the waste matter produced in the form of solids, liquids or gases.

Any process, plant or industry shall be deemed to be dangerous if it is such that it is or may be immediately and seriously prejudicial to the workers' lives, whether by its nature or owing to the substances used, manufactured or given off, to the waste matter produced in the form of solids, liquids or gases or to the storage of toxic, corrosive, flammable or explosive substances in any form.

Regulations shall prescribe the undertakings to be regarded as unhealthy or dangerous, the substances whose manufacture is to be prohibited, restricted or made subject to certain requirements, and in general the rules to be observed in this regard.

396. All workers engaged in handling, processing or retailing foodstuffs for public consumption shall obtain a medical certificate each month, attesting that they are not suffering from any infectious or contagious disease or any disease rendering them unfit to be employed on such work. The provisions of section 157 shall apply to such medical certificates.

397. Persons regularly employing ten or more workers shall draw up special health and safety rules, which they shall submit for the examination and approval of the General Inspectorate of Labour within three months of the date of commencement of this Code or, in the case of a new establishment, within three months of its beginning operations.

398. The special rules required by the preceding section shall at least contain provisions relating to the following:

(1) the workers' protection and personal hygiene;

(2) the prevention of accidents and diseases;

(3) the provision of a medical or health service in the undertaking and of day nurseries, where appropriate;

(4) a prohibition on accommodating persons in buildings where dangerous or unhealthy processes are carried on;

(5) the provision of seats for workers in shops, factories, workshops and similar establishments;

(6) in the case of work involving electric welding, the standards to be met by the premises and the protection to be provided for the workers;

(7) special standards, in the case of mining and petroleum undertakings;

(8) the safety measures to be observed in electric power undertakings and in places where explosives, flammable substances and other dangerous materials are stored; and

(9) the health measures to be observed in agricultural, stock-breeding and forestry undertakings.

399. Once the rules have been approved in accordance with section 397, the employer shall ensure that they are displayed at two prominent places on the premises where the work is carried on.

400. The Ministry of Labour and Social Welfare shall ensure compliance with the provisions of this Chapter, consider complaints by employers and workers with regard to contraventions, warn those who are remiss in complying with their obligations and, in the event of negligence or a repetition of the contravention, impose penalties corresponding to the means of the offender and the nature of the offence.

Chapter II. Employment Injuries

Division I. General Provisions

401. Every employer shall be required to pay the benefits provided for in this Part, subject to the exceptions laid down therein.

An employer shall cease to be liable for the payment of such benefits when liability for the coverage of the contingencies concerned is assumed by the Honduran Social Security Institute in accordance with the law and subject to the regulations issued by the Institute.

402. The expression "employment injuries" means the accidents or diseases to which workers are exposed by reason of the work they perform for another person.

403. The expression "employment accident" means any sudden and unexpected occurrence arising in connection with or as a consequence of employment and resulting for the worker in a permanent or temporary physical injury or functional disorder.

404. The expression "occupational disease" means any pathological condition arising as a necessary consequence of the type of work done by the worker or of the surroundings in which he is compelled to work, whether caused by a physical, chemical or biological agent.

The local endemic and epidemic diseases shall be deemed to be occupational only when contracted by those employed to combat them.

For the purposes of this section a table of occupational diseases is given hereinafter.

405. The expression "employment injury" also means any injury or disease or any aggravation of a previous injury or disease from which a worker subsequently suffers as the direct, immediate and undoubted consequence of an employment accident or occupational disease sustained or contracted by him in the manner specified in the preceding sections.

When the consequences of an employment injury are aggravated by a disease or injury contracted or sustained before the event or events that caused the employment injury, the aggravation shall be regarded for the purposes of compensation as the direct result of the employment injury and as the indirect result of the original disease or injury.

406. Apprentices shall be deemed to be workers for the purposes of this Chapter.

407. Injuries may lead to —

(a) death;

(b) permanent total incapacity;

(c) permanent partial incapacity; and

(d) temporary incapacity.

408. The expression "permanent total incapacity" means that which disables the worker in an absolute and lasting manner.

409. The expression "permanent partial incapacity" means the diminution of an individual's powers through the loss or paralysis of a limb, organ or function of the body.

410. The expression "temporary incapacity" means that which prevents a worker from performing his habitual work for a limited period not exceeding a year, where on the termination of treatment he is fit for work.

411. The amount of a worker's wage shall be determined as follows:

(1) The daily wage is the fixed amount that the worker receives for an ordinary day's work, plus any special allowances provided for by contract.

If the wage varies or is paid as a lump sum or on a piece-work basis, the daily wage shall be determined by dividing the remuneration earned over the 12 months preceding the occurrence of the employment injury, or over such shorter period as the worker has spent in the employer's service, by the number of ordinary days' work that he has actually performed for the employer.

(2) The annual wage is any remuneration that the worker has received over the last year covered by his contract of employment. If he has not worked for a full year for the employer, the annual wage shall be determined by multiplying the daily wage rate by 300. Where the wage calculated by this method does not equal the normal wage earned by other workers in the same or some similar occupation or trade and category as the injured worker, the basis taken shall be the amount earned by such other workers.

(3) The annual wage shall not in any circumstances be deemed to be less than 600 lempiras, even in the case of the persons to whom section 406 relates.

(4) The annual wage of apprentices whose remuneration is lower than that of other ordinary workers shall be determined by multiplying by 200 the lowest daily rate paid to ordinary workers employed in the same or some similar establishment, business or trade in the same locality.

The expression "ordinary worker" means a worker who is fully skilled in his trade, without being in any way outstanding.

(5) For three months the employer shall not in any circumstances be entitled to refuse the injured worker's family any special benefits which they were actually receiving at the time the employment injury occurred.

(6) The pay-rolls and other written records of payment shall be preferred as evidence in determining the true amount of the wage paid.

412. In every undertaking or workplace where ten or more workers are employed there shall be set up such safety committees

as are deemed necessary. Such committees shall consist of employer's and workers' representatives in equal numbers and shall investigate the causes of employment injuries, suggest preventive measures and ensure that such measures are applied. Written notice of the establishment of such committees shall be given to the General Inspectorate of Labour; the members shall perform their duties in an honorary capacity during working hours.

For the proper attainment of the purposes referred to in the preceding paragraph the Ministry of Labour and Social Welfare shall, after full consultation with the Honduran Social Security Institute, promulgate regulations every year, containing a list of the mechanical and other means of preventing employment injuries. After the first list has been promulgated, it may be confirmed at the end of each year if there have been no changes or improvements that call for an amendment of the text.

Division II. Liability for Employment Injuries

413. Every employer shall be liable for compensation in respect of the employment injuries sustained by his workers, within the meaning of sections 403 and 404.

Any physical injury sustained by a worker while he is at work shall be presumed to be an employment accident and any disease contracted by a worker as a result of the type of work he does shall be presumed to be an occupational disease.

The worker's imprudence (that is his neglect to take certain precautions owing to his confidence in his own skill or dexterity in his trade) shall not release the employer from liability unless such imprudence constitutes a manifest disregard of the employer's instructions or the rules of employment.

Injuries due to an external cause beyond the employer's control and unconnected with the employment, injuries due to the deliberate act of the worker and injuries due to intentional drunkenness shall not be deemed to be employment injuries unless in the last case the employer or his representative allowed the worker to perform his duties.

414. Where an employment injury is the result of an offence or technical offence attributable to the employer or to the inexcusable negligence of the employer and compensation in respect of the injury is awarded by the ordinary courts, it shall be understood that any payments made by the employer on the instructions of the labour courts are to be deducted from such compensation.

Where proceedings to which the preceding paragraph relates are instituted only in the labour courts, such courts shall officially inform the ordinary courts.

Where an injured worker is insured, the Honduran Social Security Institute shall immediately pay the appropriate compensation to the worker or his heirs in the cases covered by this section: Provided that if the employer is sentenced by the ordinary courts he shall reimburse the Institute for any sum or sums it may have paid, together with interest at the legal rate. For this purpose the judgment of the court may be used by the Institute as a basis for enforcement.

415. Where an employment injury is the result of the inexcusable negligence of a third party or of an offence or technical offence attributable to a third party, the worker or his heirs shall be entitled to institute proceedings for damages against him under the ordinary law with the appropriate courts, while at the same time exercising their rights and instituting proceedings against the employer in virtue of this Chapter, and without prejudice to such rights and proceedings.

The damages to be paid by any such third party shall also include all the compensation payable under this Chapter, if the worker or his heirs have not applied for and obtained such compensation from the employer, who in such a case shall be released from liability.

If the worker or his heirs claim compensation from any such third party after the employer has paid the deposit mentioned below or the compensation due under this Chapter, the ordinary courts shall award the appropriate damages, minus any sum or sums received by or actually payable to the injured worker or his heirs. In such a case an employer who is not insured and who makes to the order of the worker or his heirs a sufficient deposit with the Honduran Social Security Institute to cover the compensation provided for in this Chapter, or who pays such compensation directly through the labour courts, may institute proceedings in the ordinary courts against those responsible for the occurrence of the employment injury in order to recover an amount not exceeding the amount that he has paid. If the employer is insured, only the Institute shall be entitled to be a party to such proceedings.

For the purposes of this section the expression "third party" means any person other than the employer, his representatives in the conduct of the work, and the workers he employs.

416. The employer shall continue to be liable even where the worker is employed under the direction of a contractor whom the employer has engaged to run his business: Provided that in the case of forestry, agriculture, stockbreeding and fishery undertakings, a contractor who uses power-driven machinery shall be solely and directly liable for injuries caused by any machinery belonging to him.

Division III. Payment of Compensation and Commutation of Benefits

417. The basis for calculating the compensation referred to in this Part shall be the daily wage received by the worker at the time the injury is sustained. In the case of workers whose wages are calculated at piece rates, the basis shall be the daily average over the month last preceding the accident or, failing this, the daily average over the week last preceding the accident.

The basis for fixing the compensation payable to apprentices shall be the lowest wage earned by a worker in the same occupational category.

In no circumstances shall the basis of compensation be less than the minimum wage.

418. Every worker who sustains an employment injury shall be entitled to—

(1) medical and surgical treatment;

(2) medicaments, dressings and appliances;

(3) the compensation prescribed in this Part; and

(4) the cost of transport and admission to hospital and the cost of board and lodging if he has to live and be treated at a place other than his usual place of residence or employment. If there is disagreement between an employer and a worker over the amount corresponding to the cost of board and lodging, the labour court shall fix the said amount at the request of either of the parties without further formality. No appeal shall lie against the court's decision.

419. In the event of an employment injury the employer shall immediately provide any necessary medicaments, dressings, appliances and treatment. For this purpose—

(1) every employer shall keep in his factory or workshop such necessary medicaments for first aid as are prescribed by the General Inspectorate of Labour;

(2) every person regularly employing between 100 and 400 workers shall establish a dispensary with the necessary medicaments, dressings and appliances for urgent medical and surgical treatment. This dispensary shall have a competent staff working under the direction of a Honduran physician and surgeon who is legally entitled to practise, and if the said physician considers that proper medical treatment cannot be given at the place of employment itself the injured worker shall be transferred to the nearest town, hospital or place where treatment can be given; the foregoing shall be on the employer's responsibility and at his expense;

(3) every person regularly employing over 400 workers shall maintain a hospital, which shall be under the direction and responsibility of a Honduran physician and surgeon who is legally entitled to practise; and

(4) in the case of undertakings that are located in places where there are hospitals or sanatoria or in places from which such hospitals or sanatoria can be reached in two hours or less by the ordinary means of transport available at all times, the employer may fulfil his obligation under this section by contracting with such hospitals or sanatoria for treatment to be given to his workers in the event of employment accidents or occupational diseases.

420. Where the injury sustained results in the worker's death, compensation shall consist of—

(1) a full month's wages for funeral expenses; and

(2) the payment of an amount equivalent to 620 days' wages to the persons financially dependent on the deceased, without deduction of any compensation received by the worker while he was incapacitated for work or any cost of treatment or medical attendance.

421. The following persons shall be entitled to receive compensation in cases of death:

(1) the wife or person living as the wife and any children who have not yet come of age, and any relatives in the ascending line who were financially dependent on the worker. The compensation shall be divided equally among these persons if there is no will or, if there is one, in accordance with its provisions; and

(2) in the absence of any children, wife, person living as the wife or relatives in the ascending line covered by the preceding clause, the compensation shall be divided among the persons who were partially or wholly dependent on the worker, in proportion to the extent of their dependence, as evidenced by any legally recognised means of proof.

422. The payment of compensation in the event of death shall be subject to the approval of the appropriate labour court, which shall decide whether the claimants are the deceased worker's children, wife or person living as his wife, without confining itself to the rules of ordinary law governing proof of the family relationship: Provided that the court shall not reject the evidence of deeds of civil status, if any are submitted. The judge's decision in ordering the payment of compensation shall not have legal force otherwise than in relation to such payment.

423. Where an employment injury results in permanent or temporary total or partial incapacity, only the injured person

himself shall be entitled to compensation under this Code: Provided that he shall be entitled to nominate any other person to represent him in proceedings to secure the payment of such compensation. If as a result of an employment injury a worker becomes wholly or partially incapacitated through mental derangement, the compensation shall be paid to the person representing him in accordance with the law.

424. If as a result of an employment injury a worker disappears without there being any certainty of his death, and if no more is heard of him within 30 days of the occurrence, he shall be presumed to be dead for the purpose of the payment of the statutory compensation to his heirs, without prejudice to any action which may be taken subsequently if he is proved to be alive.

425. Where an employment injury results in permanent total incapacity, the compensation shall consist of an amount equal to 620 days' wages.

426. Where an employment injury results in permanent partial incapacity, the compensation shall consist in the payment of such percentage of the amount due in the event of permanent total incapacity as is specified in the incapacity assessment table. The percentage chosen shall be such rate between the maximum and minimum as is most appropriate, having regard to the worker's age and degree of incapacity and to whether he is completely unable to perform his own job, although still able to undertake some other job, or whether his capacity for that job has merely been reduced. Account shall also be taken of whether the employer has arranged for the worker's vocational rehabilitation and has supplied him with articulated artificial limbs.

427. An injury resulting in severe mutilation or disfigurement without leading to incapacity shall for the purposes of compensation be deemed to be equivalent to permanent partial incapacity.

428. Where an employment injury results in temporary incapacity, the compensation shall consist in the payment of 75 per cent. of the wages lost while the worker is unable to work. Payment shall commence on the first day of incapacity.

Where a worker is unable to return to work within three months of the commencement of his incapacity, he or the employer may request that, having regard to the appropriate medical certificates, expert opinions and any other relevant evidence, a decision should be taken as to whether the injured worker should continue to receive the same medical treatment and compensation or whether his incapacity should be declared to be permanent, with the corresponding compensation. A similar review of the case

may be made every three months. In no case shall the period for which a worker is entitled to receive 75 per cent. of his wages exceed one year.

Where a worker is still suffering from temporary incapacity after one year, the compensation shall be governed by the provisions relating to permanent incapacity.

429. The compensation which a worker is entitled to receive in respect of permanent total or partial incapacity shall be paid in full without any deduction for the wages paid in the course of treatment.

430. An employer may comply with his obligations under this Part by taking out an insurance at his own expense to cover any workers in respect of whom compensation would be payable, on condition that the amount of the insurance is not less than the amount of compensation.

431. Where the appropriate court considers that the necessary safeguards are provided, an employer may reach agreement with the person or persons who are entitled to compensation that a fixed-term or life annuity equivalent to the compensation due under this Part will be paid in lieu.

432. Transport companies shall ensure that their vehicles carry first-aid kits for use in the event of accidents. Transport and mining companies shall ensure that some of their employees are trained in giving first aid to the injured, and such employees shall in turn be under an obligation to give first aid.

433. Only physicians and surgeons who are legally entitled to practise (or, in their absence, medical students and trained nurses) may be called upon to give treatment to the workers.

434. Where a sick or injured worker refuses with good reason to accept the medical treatment provided by the employer, he shall not forfeit his rights under this Part.

435. The employer shall be required to notify the General Inspectorate of Labour or its representatives and the appropriate labour court of every accident within 24 hours. He shall at the same time or within three days thereafter communicate any data or information at his disposal which may enable the cause of the accident to be determined.

436. For the purpose of the preceding section the employer shall supply the following particulars:

(1) the full name of the injured person;

(2) his occupation;

(3) the time and place of the accident;
(4) the names of any witnesses;
(5) the home address of the injured person;
(6) the place to which he was taken;
(7) the wage the injured person was earning;
(8) the names of any persons to whom compensation is payable in event of death (if known);
(9) the name or style of the undertaking; and
(10) the name and address of the insurance company, if the worker was insured by the employer against employment injuries.

437. In the event of the worker's immediate decease, the employer shall notify the authorities referred to in section 435 as soon as he becomes aware of the accident.

438. The medical practitioners engaged by employers shall have the following duties:

(1) to certify, in the event of an employment injury, whether the worker is capable or incapable of performing the work for which he is employed;
(2) to certify, on the conclusion of medical attendance, whether the worker is fit to resume his work;
(3) to assess the resultant degree of incapacity; and
(4) in the event of death, to issue a death certificate and attest the findings of the post-mortem examination.

439. An employer shall be released from all liability in respect of employment injuries—

(1) where the accident occurs while the worker is in a state of drunkenness, save as provided in the last paragraph of section 413, or is under the influence of a narcotic drug, in which case the employer shall merely be liable for the provision of first aid;
(2) where the injured person deliberately delays his recovery, using illicit procedures for the purpose of increasing the amount of compensation;
(3) where the worker feigns injury;
(4) where the work is not connected with the employer's business;
(5) in the case of homeworkers;
(6) in the case of domestic workers, who shall only be entitled, in the event of illness, to their full wages and to ordinary medical and pharmaceutical care for a period of one month or, in the event of death, to the payment by the employer of the essential funeral expenses;

(7) in the case of family employment or a purely family undertaking, that is to say an undertaking not regularly employing more than five workers who are not members of the family;

(8) in the case of casual workers engaged, for no commercial or industrial purpose, to perform jobs which take less than two weeks to perform or which for some other reason last less than two weeks;

(9) where the incapacity is the result of a quarrel or attempted suicide;

(10) in the case of permanent workers engaged by an undertaking for industrial purposes, where the number of such workers is not more than five and the capital of the undertaking is less than 10,000 lempiras;

(11) in the case of permanent workers engaged for agricultural or stockbreeding purposes: Provided that there shall be no exemption in respect of workers exposed to the dangers of power-driven machinery or equipment, or to related dangers;

(12) where the accident is due to a case of *force majeure* unconnected with the work; and

(13) in the case of workers employed in agricultural transport work with animal-drawn vehicles, save where such vehicles run on rails.

After consulting the Honduran Social Security Institute in every case, the Executive may by decree limit or cancel any of the exceptions contained in the foregoing clauses, having regard to the possibility of, and need for, extending the coverage of insurance against employment injuries to other classes of employed persons.

440. An employer shall not be released from his obligations under this Code by the fact that—

(1) the worker has explicitly or implicitly accepted the hazards of his occupation;

(2) the accident was caused by carelessness or negligence on the part of a fellow worker; or

(3) the accident occurred as a result of the worker's negligence or clumsiness, on condition that there was no premeditation on the worker's part.

In cases covered by clauses (2) and (3) above a worker who has infringed the rules of employment or the safety rules shall be subject to the penalties prescribed in this Code, in the rules of employment or in the agreement or contract.

441. Every employer shall be required to reinstate a worker who has ceased to hold a given post as a result of an employment injury, in so far as the worker is fit for work and on condition

that he has not received compensation for permanent total incapacity and that less than a year has elapsed since his incapacity began.

442. Where a worker is not capable of doing his original job but is capable of doing some other job, the employer shall find him work connected with the same undertaking or business and shall have power to arrange such movements of staff as are necessary for the purpose.

443. In cases where he has to reinstate a worker in his original post in accordance with section 441, the employer shall be entitled to dismiss the worker's substitute without compensation.

444. The existence of a previous affection (such as an allergy, defect, dyscrasia, poisoning or chronic illness) shall not justify a reduction of the compensation.

445. In no case shall an employer be obliged to pay an amount exceeding that corresponding to permanent total incapacity, even where more than two disabilities exist together.

446. Any doubt as to whether incapacity is temporary or permanent shall be settled by experts (who shall be two physicians, one appointed by each party) or, if these fail to agree, by decision of the head or representative of the Faculty of Medicine, the director of any of the hospitals of the Republic or the medico-legal expert.

447. If feasible and necessary a post-mortem examination shall be carried out to determine the cause of death in the event of a fatal employment accident or occupational disease.

448. The labour authority competent to consider claims for compensation in respect of employment injuries shall make the necessary arrangements to ensure that the employer pays the appropriate compensation to the injured worker or his heirs and to commute the pensions payable under this Division for a capital sum representing the immediate surrender value whenever the object of the commutation is

(1) to pay for the vocational retraining of the injured worker;

(2) to acquire real or personal property for such a worker;

(3) to set up a workshop, undertaking or business which the injured worker has the necessary abilities to run; or

(4) to pay the corresponding expenses if the injured worker is an alien who has no outstanding liabilities in the Republic and is leaving it with no intention of returning.

The labour authority granting permission for the commutation shall first satisfy itself that the commutation is both necessary and desirable, having regard to the interests of the injured worker, and shall grant such permission only in respect of such amount as is essential to achieve the purpose stated in the application.

449. An employer who so desires may apply to the labour authority for permission to deposit the amount of the compensation to the order of the beneficiary with the Honduran Social Security Institute, for payment in accordance with this Code.

450. Where an injured person is summoned to appear before a labour court, the employer shall accept liability for any travelling and living expenses incurred, or time lost, by the worker and, if his condition so requires, by those accompanying him.

451. The authority or court examining a case may at any time, either at the request of either of the parties or on its own initiative, and as long as the liability for compensation has not been decided, order at its discretion and in the light of the evidence submitted and the merits of the case as reflected in the record that the injured worker or his heirs shall be paid a temporary pension within the limits of the compensation or pensions prescribed in this Division, without prejudice to the possibility of reimbursement by the beneficiary if the defendant is cleared of liability and the beneficiary acted in bad faith in presenting his case.

Where a labour court to which a final decision has been referred for opinion or on appeal finds that such a course is justified, it shall also order on its own initiative that such a provisional pension shall be paid, if the judge has not yet so ordered and a decision on the case is pending owing to some measure taken on the order of the court for a better settlement of the case or for some other similar reason. Payment of the pension may be secured by the procedure for the execution of court decisions.

452. The compensation to which this Part relates may not be assigned, set off or pledged, nor may it be attached save to the extent of one half for the purpose of ensuring maintenance payments. A court shall dismiss any claim to the contrary.

453. The right to claim compensation and any action taken in virtue of that right shall be barred by limitation after one year reckoned from the date on which the injury occurred:

Provided that if a worker who is not insured against employment injuries continues to work for the same employer without claiming the appropriate compensation, or if an employer continues to credit an injured worker or his heirs with the whole or part of his wage, the period of limitation shall be two years.

454. The following table shall be used for the purposes of this Part:

INCAPACITY ASSESSMENT TABLE

Loss	Percentage
Upper Limb	
1. Loss of arm at shoulder	65 80
2. Loss of arm between elbow and shoulder	60 75
3. Loss of arm at elbow	55 70
4. Loss of forearm between wrist and elbow	50 65
5. Loss of hand at wrist	50 65
6. Loss of four fingers of hand, including thumb and corresponding metacarpals (even if loss of latter is not complete)	50 60
7. Loss of four fingers of hand, not including thumb	40 50
8. Loss of thumb with corresponding metacarpal	20 30
9. Loss of thumb only	15 20
10. Loss of one phalanx of thumb	10
11. Loss of index finger with all or part of corresponding metacarpal	10 15
12. Loss of index finger	8 12
13. Loss of first phalanx with loss or mutilation of second phalanx of index finger	6
14. Loss of middle finger with loss or mutilation of all or part of metacarpal	8
15. Loss of middle finger	6
16. Loss of first phalanx with mutilation of second phalanx of middle finger	4
17. Loss of first phalanx only of middle finger	1
18. Loss of ring finger or little finger with loss or mutilation of all or part of metacarpal	7
19. Loss of ring finger or little finger	5
20. Loss of first phalanx with mutilation of second phalanx of ring finger or little finger	3
21. Loss of first phalanx of ring finger or little finger	1
If the injured limb is the one less used, the compensation calculated in accordance with this table shall be reduced by 15 per cent.	
Lower Limb	
22. Total loss of lower limb, where an artificial limb cannot be used	65 80
23. Loss of thigh, where an artificial limb can be used	50 70
24. Loss of leg at knee	50 65
25. Mutilation of leg between knee and ankle	45 60
26. Loss of foot at ankle	30 50
27. Mutilation of foot without loss of heel	20 35
28. Loss of great toe with mutilation of metatarsal	10 25
29. Loss of fifth toe with mutilation of metatarsal	10 25
30. Loss of great toe	3

		Percentage
31.	Loss of two phalanges of great toe	2
32.	Loss of toe other than great toe	1
33.	Loss of two phalanges of any toe other than great toe	1

Ankylosis

Arm

34.	Of shoulder affecting propulsion and abduction	8–30
35.	Complete ankylosis of shoulder allowing mobility of shoulder-blade	20–30
36.	Complete ankylosis of shoulder with immobility of shoulder-blade	25–40
37.	Complete ankylosis of elbow comprising all joints in flexed (favourable) position between 110 and 75 degrees	15–25
38.	Complete ankylosis of elbow comprising all joints in extended (unfavourable) position, between 110 and 180 degrees	30–40
39.	Of wrist affecting its movements (depending on degree of mobility of fingers)	15–30

Thumb

40.	Carpo-metacarpal joint	5–8
41.	Metacarpo-phalangeal joint	5–10
42.	Interphalangeal joint	2–5

Index Finger

43.	Metacarpo-phalangeal joint	2–5
44.	First interphalangeal joint	4–8
45.	Second interphalangeal joint	1–2
46.	Last two joints	5–10
47.	All three joints	8–12

Middle Finger

48.	Metacarpo-phalangeal joint	3
49.	First interphalangeal joint	1
50.	Last two joints	6
51.	All three joints	8

Ring Finger and Little Finger

52.	Metacarpo-phalangeal joint	2
53.	First interphalangeal joint	3
54.	Second interphalangeal joint	1
55.	Last two joints	4
56.	All three joints	5

Lower Limb

57.	Of ilio-femoral joint	10–40
58.	Of ilio-femoral joint in unfavourable position (flexion, abduction, rotation)	15–55

		Percentage	
59.	Of both ilio-femoral joints	50	90
60.	Of knee in favourable position, in complete or nearly complete extension up to 135 degrees	5	15
61.	If knee in unfavourable position, with flexion from 135 degrees to 30 degrees	10	50
62.	Of knee in *genu valgum* or *varum*	10	35
63.	Of tibio-tarsal joint at right angles, without deformation of foot, with adequate movement of corresponding joints	5	10
64.	Of tibio-tarsal joint at right angles, with deformation or atrophy hampering the movement of the corresponding foot joints	15	30
65.	Of foot in defective position	20	45
66.	Of toe joints	0	1

Pseudarthrosis

Arm

67.	Of shoulder (result of extensive resections or considerable loss of bone substance)	8	35
68.	Of humerus, rigid	5	25
69.	Of humerus, flaccid (tip of elbow bone)	10	45
70.	Of elbow	5	25
71.	Of forearm, one bone, rigid	0	5
72.	Of forearm, both bones, rigid	10	45
73.	Of forearm, one bone, flaccid	10	50
74.	Of forearm, both bones, flaccid	10	45
75.	Of wrist (result of extensive resections or considerable loss of bone substance)	10	20
76.	Of metacarpus, all bones	10	20
77.	Of one metacarpal bone	1	5

Ungual Phalanx

78.	Of thumb	1	
79.	Of other fingers	1	

Other Phalanges

80.	Of thumb	8	
81.	Of index finger	5	
82.	Of any other finger	2	

Lower Limb

83.	Of hip (result of extensive resections and considerable loss of bone substance)	20	60
84.	Of femur	10	60
85.	Of knee with loose leg-bone (result of resection of knee)	10	50
86.	Of knee-cap, with long fibrous callus	10	20
87.	Of knee-cap, with short osseous or fibrous callus	5	10
88.	Of tibia and fibula	10	30

		Percentage
89.	Of tibia only	5–15
90.	Of fibula only	4–10
91.	Of first or last metatarsal	3–5

Retractile Scars

92.	Of armpit, where arm is left in complete abduction	20–40
93.	In bend of elbow, where flexion is possible between 110 and 75 degrees	15–25
94.	Same, in acute flexion from 45 to 75 degrees	20–40
95.	Of palmar aponeurosis with rigidity in extension or flexion	5–8
96.	Of palmar aponeurosis with rigidity in pronation or supination	5–10
97.	Of palmar aponeurosis with combined rigidities	10–20
98.	Scars in popliteal cavity, in extension from 135 to 180 degrees	10–25
99.	Scars in popliteal cavity, in flexion between 135 and 30 degrees	10–50
100.	Of neck, restricting movement of the head	40–60

Functional Difficulty of Fingers Due Not to Articular Injuries but to Resections or Loss of Tissue of Extensor or Flexor Tendons, Adhesions or Scars

Permanent Flexion of Finger

101.	Thumb	5–10
102.	Any other finger	3–5

Permanent Extension of Finger

103.	Thumb	8–12
104.	Index finger	5–8
105.	Any other finger	3–5

Fibrous Calluses or Badly United Fractures

106.	Of humerus, causing muscular deformation and atrophy	5–20
107.	Of olecranon, causing a short osseous, fibrous callus	1–5
108.	Of olecranon, causing a long fibrous callus	5–15
109.	Of olecranon, causing considerable atrophy of triceps owing to a very long fibrous callus	10–20
110.	Of forearm bones, impeding movements of the hand	5–15
111.	Of forearm bones, causing limitation of pronation or supination movements	5–15
112.	Of clavicle, causing rigidity in shoulder	5–15
113.	Of hip, causing rigidity of lower limb	10–40
114.	Of femur, with shortening of 1-4 centimetres, without injuries to joints or muscular atrophy	5–10
115.	Of femur, with shortening of 3-6 centimetres, with moderate muscular atrophy but no articular rigidity	10–20

		Percentage
116.	Of femur, with shortening of 3-6 centimetres and permanent articular rigidity	15–30
117.	Of femur, with shortening of 6-12 centimetres, muscular atrophy and articular rigidity	20–40
118.	Of femur, with shortening of 6-12 centimetres, outward angular deflection, permanent muscular atrophy and flexion of knee not exceeding 135 degrees	40–60
119.	Of neck of femur, whether due to surgical or anatomical causes, accompanied by shortening exceeding 10 centimetres, outward angular deflection and articular rigidity	50–75
	Of Tibia and Fibula	
120.	With shortening of 3-4 centimetres, large and protruding callus	10–20
121.	Angular union with inward or outward deflection of leg, secondary deflection of foot with shortening exceeding 4 centimetres, ability to walk	30–40
122.	Angular union or considerable shortening, inability to walk	45–60
	Malleolar	
123.	With inward displacement of foot	15–35
124.	With outward displacement of foot	15–35
	Complete Paralysis Due to Injury of Peripheral Nerves	
125.	Total paralysis of upper limb	50–70
126.	Caused by injury to subscapular nerve	5–10
127.	Caused by injury to circumflex nerve	10–20
128.	Caused by injury to musculo-cutaneous nerve	20–30
129.	Caused by injury to median	20–40
130.	Caused by injury to median, with causalgia	40–70
131.	Caused by injury to ulnar nerve, if injury at elbow level	20–30
132.	Caused by injury to ulnar nerve, if injury in hand	10–20
133.	Caused by injury to radial nerve, if injured above branch of triceps	30–40
134.	Caused by injury to radial nerve, if injured below branch of triceps	20–40
135.	Total paralysis of lower limb	30–50
136.	Caused by injury to external popliteal sciatic nerve	15–25
137.	Caused by injury to internal popliteal sciatic nerve	15–25
138.	Caused by injury to internal popliteal sciatic nerve, with causalgia	30–50
139.	Caused by combined injuries to both limbs	20–40
140.	Caused by injury to crural nerve	30–40
141.	If the injured limb is the one less used, the compensation calculated in accordance with this table shall be reduced by 15 per cent.	
142.	In cases where prior to accident the injured limb was not physiologically and anatomically sound, compensation shall be reduced proportionately.	
143.	In the case of musicians, typists and linotype operators the compensation for loss, ankylosis, pseudarthrosis, paralysis,	

		Percentage
	cicatricial retractions and rigidity of middle, ring and little fingers, or retractions of the palmar aponeurosis of the hand involving the said fingers, shall be increased up to a figure not exceeding 200 per cent.	

Head Injuries

Cranium

144.	For injuries to cranium not leaving physical or functional disorders or disabilities compensation shall consist only of medical attention and medicines. For injuries causing fracture of cranium compensation shall be proportionate to the resultant incapacity.	
145.	Causing total upper monoplegia	50-70
146.	Causing total lower monoplegia	30-50
147.	Total lower paraplegia, without sphincteral complications	60-80
148.	Same, with sphincteral complications	60-90
149.	Total hemiplegia	60-80
150.	Leaving aphasia and agraphia	10-50
151.	Traumatic epilepsy not curable by operation, where it is duly proved that the fits permit some form of work	40-60
152.	Traumatic epilepsy, where frequency of fits and other phenomena causing permanent total incapacity render all work impossible	100
153.	Injuries to common oculomotor nerve or external oculomotor nerve, causing partial incapacity	10-20
154.	Injuries to facial or trigeminal nerve	5-20
155.	Injuries to vagus nerve (depending on extent of functional disorders proved to exist)	0-40
156.	Of hypoglossal nerve, when unilateral	5-10
157.	Same, bilateral	30-50
158.	Diabetes mellitus or insipidus	15-30
159.	Chronic dementia	100

Face

160.	Extensive mutilation, including superior maxillaries and nose, according to loss of mucous membrane	80-90
161.	Superior maxillary, pseudarthrosis with inability to masticate	40-50
162.	Same, with limited ability to masticate	10-20
163.	In event of prosthesis improving mastication	0-10
164.	Loss of substance, palatine arch, depending on place and extent of loss and, in event of prosthesis, proved functional improvement	5-25
165.	Inferior maxillary, pseudarthrosis with or without loss of substance, after failure of surgical action, where pseudarthrosis is very flaccid and mastication is hampered, very inadequate or totally impossible	40-50
166.	Where very rigid in ascending ramus	1-5
167.	Where flaccid in ascending ramus	10-15
168.	Where very rigid in horizontal ramus	5-10
169.	Where flaccid in horizontal ramus	15-25

		Percentage
170.	Where rigid in symphysis	10 15
171.	Where flaccid in symphysis	15 25
172.	In event of prosthesis, when functional improvement has been proved, 10 per cent. less.	
173.	Defective union, where incisors or molars do not articulate, thereby limiting mastication	10 20
174.	Where articulation is partial	0 10
175.	Where mastication corrected by prosthetic appliance	0 5
176.	Loss of tooth: replacement.	
177.	Total loss of teeth	10 20
178.	Scar tissue limiting opening of mouth, hampering buccal hygiene, speech, mastication, or allowing escape of saliva	10 20
179.	Irreducible dislocation of temporo-maxillary joint, according to extent of functional impediment	10 25
180.	More or less extensive amputations of tongue with adhesions and according to extent to which speech and deglutition are impeded	10 30

Eye Injuries

181.	Loss of both eyes	100
182.	Loss of one eye	50
183.	Concentric narrowing of field of vision, with conservation of 30 degrees in one eye	10
184.	Same, in both eyes	10 20
185.	Concentric narrowing of field of vision, with vision of 10 degrees or less in one eye	10 15
186.	Same, in both eyes	50 60

Permanent Diminution of Visual Acuity (after Correction)

Serial No.	Acuity of affected eye (where normal eye = 1)	Percentage	
		Occupation not requiring particular visual acuity	Occupation requiring visual acuity
187.	0	25	35
188.	0.05	20 25	30
189.	0.1	20	25 30
190.	0.2	15	20
191.	0.3	10	15
192.	0.5	5	10
193.	0.6	0	5
194.	0.7	0	0

195. In cases of bilateral diminution of visual acuity the percentage of incapacity of each eye shall be calculated as though the vision of the other were normal.

196. For the purposes of subsequent claims for loss of visual acuity an employee shall be considered on engagement to have normal vision if he has 0.7 in each eye.

		Percentage
	Vertical Hemianopia	
197.	Right or left homonymous	10–20
198.	Nasal heteronymous	5–10
199.	Temporal heteronymous	20–40
	Horizontal Hemianopia	
200.	Superior	5–10
201.	Inferior	40–50
202.	Quadrantic	5–10
203.	Diplopia	10–20
204.	Unilateral internal ophthalmoplegia	5–10
205.	Bilateral internal ophthalmoplegia	10–20
206.	Disorders of palpebral borders (entropion, ectropion, symblepharon)	0–10
207.	Epiphora	0–10
208.	Lachrymal fistulas	10–20
	Nose Injuries	
209.	Mutilation of nose, without nasal stenosis	0–3
210.	Same, with nasal stenosis	5–10
211.	Where nose reduced to cicatricial stump, with serious nasal stenosis	10–40
	Ear Injuries	
212.	Total unilateral deafness	20
213.	Total bilateral deafness	60
214.	Partial unilateral deafness	5–10
215.	Partial bilateral deafness	15–30
216.	Deafness total in one ear, partial in other	20–40
217.	Duly proved traumatic labyrinthine vertigo	20–40
218.	Loss or excessive deformation of pinna of one ear	0–5
219.	Same of both ears	3–10
	Injuries to Vertebral Column	
220.	Persistent deflections of head and trunk with considerable hampering of movement	10–25
221.	Same, with permanent rigidity of vertebral column	10–25
222.	Injury with medullary lesion and inability to walk	100
223.	Injury with medullary lesion, accompanied by sphincterial disorders only	10–50
224.	Where walking possible with aid of crutches	70–80
	Injuries to Larynx and Trachea	
225.	Cicatricial contraction, causing dysphonia	5–15
226.	Causing dyspnoea of effort	5–10

		Percentage
227.	Where dyspnoea entails permanent use of tracheal cannula	50 60
228.	Dysphonia and dyspnoea existing together	15 40

Injuries to Thorax

229.	Incapacity caused by injuries to sternum, where these lead to deformation or functional disorders of thoracic or abdominal organs	1 20
230.	Fracture of ribs, where resulting in some functional disorder of thoracic or abdominal organs	1 60

Injuries to Abdomen

231.	Incapacity proved to be due to lesions of abdominal organs caused by an employment injury	20 60
232.	Irreducible dislocation of pubis or internal relaxation of pubic symphysis	15 30
233.	Fracture of ischiopubic ramus or of pubic bone resulting in incapacity of any kind, vesical disorders or inability to walk	30 50
234.	Severe scars on abdominal wall causing incapacity	1 15
235.	Inoperable fistulae in alimentary canal or appendages, causing incapacity	10 50

Injuries to Genito-Urinary Apparatus

236.	Post-traumatic, incurable urethral obstructions necessitating micturition by means of perineal or hypospadiac meatus	50 80
237.	Total loss of penis necessitating micturition by artificial meatus	50 90
238.	Loss of both testicles, in persons under 20	90
239.	Loss of one testicle, in persons under 20	30 40
240.	Same, in persons over 20	20 60
241.	Uterine prolapse proved to be due to employment accident and inoperable	50 60
242.	Loss of breast	10 20

Miscellaneous Injuries

243.	Mental derangement resulting from an accident and appearing within six months of the occurrence	100
244.	Loss of both eyes, loss of both arms above elbow, loss of both legs at hip, loss on same side of arm above elbow and leg above knee, medullary lesion due to any injury causing total paralysis of lower limbs, and incurable mental derangement shall be regarded as total permanent incapacity	100
245.	Compensation for disfigurement shall be fixed at the discretion of the labour judge, but if the injured person's working capacity is in any way diminished a medical practitioner shall be consulted, who shall with due regard to the person's occupation determine the amount of compensation.	

455. The following table shall be used for the purposes of this Part:

TABLE OF OCCUPATIONAL DISEASES

Infectious or Parasitic, Toxic and Physically Transmitted Diseases

I. *Anthrax*: Tanners, ragmen, wool-carders, shepherds, furriers and persons handling horsehair, bristle, horn, flesh and bones of cattle.

II. *Glanders*: Grooms, stable-boys and tenders of equine animals.

III. *Brucellosis*: Work in abattoirs, butchers' shops, sausage factories, dairies, sewers, drains and laboratories, and work involving a risk of contact with infected animals.

IV. *Ankylostomiasis*: Miners, brickmakers, pottery workers, gardeners and earth and sand workers.

V. *Actinomycosis*: Bakers, agricultural workers and millers of wheat, barley, oats and rye.

VI. *Leishmaniasis*: Chicle, rubber and vanilla workers, and woodcutters in tropical regions.

VII. *Syphilis*: Glass blowers (primary stage: buccal chancre), doctors, nurses and operating-theatre attendants (on the hands).

VIII. *Anthracosis*: Coal miners, charcoal burners, stokers and chimney sweeps.

IX. *Tetanus*: Grooms, butchers, stable-boys and cattle-men.

X. *Silicosis*: Miners (in mineral and metal mines), quarrymen, lime burners, workers in cement factories, grinders, masons, sanders and workers in porcelain factories.

XI. *Tuberculosis*: Doctors, nurses, operating-theatre attendants, butchers and, where silicosis or anthracosis has already existed, miners, stokers and engine-drivers.

XII. *Siderosis*: Ironworkers (filers, turners and persons handling iron oxide).

XIII. *Tabacosis*: Workers in the tobacco industry.

XIV. *Other forms of pneumoconiosis*: Carpenters, workers in the cotton, wool, jute, silk, hair and feather industries, painter's blowlamp operators, painters and spray-gun operators.

XV. *Dermatosis*: Sugarcane reapers, vanilla workers, flax spinners and gardeners.

XVI. *Dermatitis caused by physical agents*:

Heat: Blacksmiths, smelters, glassworkers and motor vehicle drivers.

Cold: Persons working in cold stores.

Solar radiation: Open-air workers.

Electro-magnetic radiations: Persons working with X-rays.

Ionising radiations: Persons working with radium.

XVII. *Other forms of dermatitis*: Persons handling paints composed of vegetable dyes with a metallic salt or aniline base, cooks, dish washers, washerwomen, miners, cloth bleachers, persons handling spices, photographers, masons, quarrymen, cement workers, cabinet makers, varnishers, degreasers of rags, fullers, persons bleaching cloth by means of sulphur fumes, tawers, persons spinning or collecting wool, persons manufacturing chlorine by electrical decomposition of sodium chloride and persons handling petroleum and gasoline.

XVIII. *Other physical agents causing disease*:

Dampness: Persons working in wet places, e.g. rice sowers.

Compressed air and confined spaces: Divers, miners and persons working in badly ventilated places (apart from places where noxious gases are produced).

Eye and Ear Diseases

XIX. *Electrical ophthalmia*: Electricians and oxy-acetylene welders.

XX. *Other forms of ophthalmia*: Persons working in high temperatures, glassmakers, tinsmiths, blacksmiths, etc.

XXI. *Sclerosis of middle ear*: Workers engaged in copper rolling and in grinding minerals.

Other Affections

XXII. *Housemaid's knee*: Persons habitually working in a kneeling position.

XXIII. *Occupational cramp*: Clerks, pianists, violinists and telegraphists.

XXIV. *Occupational deformities*: Shoemakers, carpenters and masons.

Occupational Poisoning

XXV. *Ammonia*: Persons engaged in distilling coal or preparing agricultural fertilisers, latrine cleaners, well-sinkers, miners, ice-makers and printers.

XXVI. *Hydrofluoric acid*: Glassmakers and engravers.

XXVII. *Chlorous fumes*: Persons engaged in preparing chloride of lime, hydrochloric acid, chlorine or soda, or engaged in bleaching.

XXVIII. *Sulphur dioxide*: Persons engaged in the manufacture of sulphuric acid, dyeing and the making of coloured paper and prints.

XXIX. *Carbon monoxide*: Boiler makers, smelters of minerals and metals (in blast furnaces) and miners.

XXX. *Carbon dioxide*: As for carbon monoxide, with the addition of well-sinkers and latrine cleaners.

XXXI. *Arsenic, arsenical poisoning*: Workers in the arsenic plants of mineral and metal foundries, dyers and others handling arsenic.

XXXII. *Lead, saturnism*: Mineral and metal foundry workers, painters using white lead, printers, tin-can makers and others handling lead and its derivatives.

XXXIII. *Copper*: Workers extracting copper or using any of its salts.

XXXIV. *Mercury, hydrargism*: Mercury miners and others handling this metal.

XXXV. *Hydrogen sulphide*: Miners, cistern cleaners, sewermen, cleaners of retorts, gasholders and industrial furnaces and pipe systems, persons engaged in manufacturing lighting gas and vintners.

XXXVI. *Nitrous fumes*: Workers in nitric acid factories and engravers.

XXXVII. *Carbon bisulphide*: Persons engaged in manufacturing carbon bisulphide, in vulcanising rubber and in extracting fats and oils.

XXXVIII. *Hydrocyanic acid*: Miners, mineral and metal foundry workers, photographers and workers using indigo dyes and manufacturing soda.

XXXIX. *Colouring essences, petroleum solvents*: Persons engaged in the manufacture of colouring materials and perfumes.

XL. *Hydrocarbons*: Persons engaged in distilling coal and petroleum, preparing varnish and all forms of petroleum and its derivatives, coal miners, workers in the oil industry, motor vehicle drivers, etc.

XLI. *Alkaline chromates and bichromates*: Persons engaged in the preparation of chrome colouring materials; in the manufacture of wall-paper, coloured pencils, inks and dyes; in the preparation of chrome and its compounds; in the manufacture of fuses,

explosives, gunpowder, smokeless powder and matches; textile workers engaged in waterproofing cloth.

XLII. *Epithelial cancer*: Caused by paraffin, tar and like substances.

456. The tables contained in the last two preceding sections may be amended or supplemented at any time by decree of the Executive.

457. Only the following types of hernia shall confer entitlement to compensation for temporary incapacity:

(a) those developing suddenly as a result of a violent injury sustained at work, causing ruptures or lacerations of the abdominal wall or diaphragm and accompanied by an acute and manifest abdominal syndrome; and

(b) those occurring in workers who are predisposed thereto, as a result of an injury or a violent, unforeseen effort which is abnormal in the work habitually performed by the injured person.

458. Where the employer or insurance carrier does not consider that a hernia is one of those mentioned in the preceding section, the judge, before fixing the degree of incapacity caused thereby, shall call for a medical report, which shall be completed within the shortest possible time. The report shall as far as practicable cover at least the following points:

(a) the medical history of the person examined and the findings of any previous examinations;

(b) the circumstances of the accident, as reported by the injured person and fully confirmed by witnesses (if any), with an indication of the nature of the employment, the injured person's exact position at the moment of the accident, whether or not he had been ordered to make the effort which is considered to have caused the hernia, and the nature of the said effort;

(c) the symptoms noted at the time of the accident and during the next few days, and particularly whether sudden pain accompanied the accident, the position and nature of the pain, whether immediate medical attention was required, and the time (if any) for which the patient was kept away from work; and

(d) the characteristics of the hernia (those revealed by a thorough examination of the functional condition of the affected part and of the abdominal wall and those, if any, deduced from later examinations of the injured person).

459. In special cases of employment injury where, in view of the injured person's occupation or type of work and the organ or part of the body affected, the injury or loss sustained by the

worker is not provided for in this Part, the amount of compensation shall be determined by the competent authority after consultation with three physicians employed by the State. No charge shall be made to the parties.

Part VI. Social Organisations

Chapter I. General Provisions

460. The legal establishment of social organisations, namely trade unions and co-operatives, is hereby declared to be in the public interest as one of the most effective ways of contributing to the maintenance and development of the national economy and of culture and democracy in Honduras.

461. It shall be absolutely prohibited for any social organisation to engage in any activities that are not intended to promote its social and economic interests.

462. No social organisation may confer privileges or special benefits on its founders or officers, except those which are inherent in the duties they perform; every organisation shall be governed by the democratic principles of majority decision, secret ballots or open voting, and the rule of one member, one vote, no advantage whatsoever being granted on the basis of the number of shares or contributions or the amount of capital that any particular member has subscribed.

463. The members of a co-operative society shall not form a trade union for the purpose of defending their interests vis-a-vis the said society: Provided that workers may form a trade union within such a society if it acts as their employer.

464. Legally constituted social organisations shall be exempt from national and municipal taxes on their property, shall be endowed with legal personality and shall have capacity to exercise rights and to incur contractual obligations.

The advantages deriving from legal personality shall not be used for purposes of gain: Provided that they may be so used if the organisation's essential objective of ensuring the greatest common benefit to its members is thereby furthered.

465. The Ministry of Labour and Social Welfare shall be responsible, through the General Inspectorate of Labour, for exercising the strictest supervision over social organisations, with the sole object of ensuring that they operate in accordance with the law.

To this end social organisations shall submit to such inspection and supervision as needs to be exercised by the labour authorities to satisfy themselves that the provisions of this Code, the regulations made thereunder and the related laws are being imple-

mented, and shall furnish such reports as these authorities may request for the purpose.

466. The only penalties to which social organisations may be liable are fines (where incurred in accordance with this Code) and dissolution (in the cases expressly mentioned in this Part):

Provided that their officers shall be liable under labour legislation and the ordinary law for all contraventions or misdemeanours committed in the discharge of their duties.

467. Every workers' organisation shall enjoy the protection of the State if it pursues any of the following objectives:

(1) vocational training;

(2) general education or education adapted to the particular branch of employment;

(3) mutual aid through the creation of co-operatives or savings funds;

(4) any other purpose connected with the economic or social betterment of the working population or the defence of their class interests.

Chapter II: Trade Unions

468. The expression "trade union" means any permanent association established by workers, employers or persons engaged in a liberal profession or independent occupation for the sole purpose of studying, improving and protecting the common economic and social interests of the members.

Protection of the Right of Association

469. No person may prejudice the right of trade union association.

Any person who, by using threats or violence, prejudices the right of free trade union association in any manner whatsoever shall be liable to a fine of from 200 to 2,000 lempiras, which shall be imposed by the competent labour official after a full investigation of the facts. Where the person concerned is found guilty of a criminal offence and is sentenced to a pecuniary penalty, the aforementioned fine shall be returned.

Activities for Purposes of Gain

470. No trade union may run any business or undertake any activity for purposes of gain.

Classification of Workers' Trade Unions

471. Workers' trade unions shall be classified as follows:

(a) works (or basic) unions, composed of persons having different occupations, trades or skills but working in the same undertaking, establishment or institution;

(b) industrial unions, composed of persons working in different undertakings belonging to the same branch of industry;

(c) craft unions, composed of persons having the same occupation, trade or skill;

(d) general unions, composed of persons working in different, dissimilar or unconnected occupations. This last type of union may be formed only in places where the number of workers engaged in the same activity, occupation or trade is insufficient to warrant the formation of a craft union, and may exist only for such time as such a situation obtains.

The foregoing classification shall, in so far as it is relevant, also apply to employers' associations.

Works or Basic Unions

472. Works or basic unions shall normally represent their members in all labour relations, submit claims, appoint disciplinary tribunals, grievance committees and negotiators from among their own members, nominate conciliators and arbitrators as required, and conclude collective contracts and agreements with due regard for the occupational interests of their members. Accordingly, not more than one works or basic union may exist within a given undertaking, institution or establishment at any given time; and if for any reason more than one such union does exist, the union having the largest number of members shall be retained, the members of the others being admitted to membership without further formality.

473. Workers shall be free to join and to withdraw from their trade unions. The by-laws shall make provision for the conditions of membership, the repayment of subscriptions or contributions to members who withdraw or are expelled and the participation of members in mutual benefit schemes organised by the union with the help of members' contributions.

The by-laws may place restrictions on the admission of senior employees to works or basic unions.

474. No collective agreement may contain a clause whereby a worker who omits or ceases to be a member of a union is precluded from working in the undertaking concerned.

CHAPTER III. ORGANISATION

475. To be established and continue to exist, a workers' trade union must have not less than 30 members and an employers' association not less than five independent employers.

At least 90 per cent. of the members of every trade union organisation must be Honduran nationals.

476. Any person over 16 years of age may be a member of a trade union. Any person over 14 years of age may also be a member of a union, subject to the express consent of his legal representative.

No person may be a member of two or more unions of the same type or for the same activity at any given time.

477. The founders of a trade union shall draw up articles of association at the constituent meeting; in them they shall state their names, nationality, the numbers of their identity cards, their addresses, the occupation in which they are engaged and which brings them together, the name, purpose and type of the association, and any other information that they consider necessary; the articles shall be signed by all participants who are able to do so.

At the constituent meeting or later, the by-laws of the union shall be discussed and approved and the provisional officers, consisting of at least a chairman, a vice-chairman and a secretary, shall be appointed. A provisional treasurer and comptroller shall also be appointed.

The provisional chairman and secretary shall be responsible for all formalities involved in obtaining recognition of the union's legal personality.

478. The by-laws shall contain provisions as to

(1) the name, purpose, type and registered office of the trade union;

(2) the conditions of membership;

(3) the rights and obligations of members;

(4) the disciplinary penalties, the grounds for the expulsion of members and the procedure to be followed in such cases, which shall invariably provide for a hearing of the person concerned;

(5) the amount and frequency of the ordinary contributions and the manner of their payment;

(6) the procedure for instituting and collecting special contributions;

(7) the intervals between ordinary and extraordinary general and branch meetings, the procedure for convening them, the standing orders to be applied and rules for the quorum, discussions and votes;

(8) the number, titles, period of office and duties of members of the central and branch committees, the method of appointing or electing them, the rules governing their meetings and the grounds and procedure for removing them from office;

(9) the rules for the management of the union's property and funds, the preparation and appropriation of estimates, the presentation of the balance-sheet and the closing of accounts;

(10) the time and manner of presenting and proving the accounts;

(11) the organisation of standing and *ad hoc* committees;

(12) the reserve funds that may be set up in appropriate cases for the payment of benefits, and the rules for the grant of such benefits to members;

(13) the rules for the dissolution and liquidation of the union and the procedure for the revision and amendment of the by-laws;

(14) any other provisions that are considered necessary for the working of the union.

479. The provisional chairman and secretary of every workers' trade union shall, on its formation, give notice in writing to the appropriate labour inspector or, where there is no such inspector, to the local mayor, of the desire of the group of workers to set up a trade union, at the same time indicating the names and particulars of all the founder members and all the members of the provisional managing committee, the type and purpose of the union and, where appropriate, the undertaking, establishment or institution where the workers are employed.

Chapter IV. Legal Personality

480. A trade union organisation shall be deemed to be lawfully constituted and to have legal personality as from the date on which it is registered with the Ministry of Labour and Social Welfare.

481. For a trade union to be registered and recognised as having legal personality, the provisional committee shall make application, either directly or in the person of a duly authorised representative, to the Ministry of Labour and Social Welfare, through the General Directorate of Labour; the application shall be accompanied by the following documents, all of which shall be drawn up on unstamped paper:

(1) a certified copy of the articles of association, together with the signatures of the participants or the persons signing on their behalf, and the particulars of their identity cards;

(2) a certified copy of the minutes recording the election of the provisional managing committee, with the same additional details as are specified in clause (1);

(3) a certified copy of the minutes of the meeting at which the by-laws were adopted;

(4) the power of attorney of the person making application for the recognition of the union's legal personality, where such application is not made by the provisional managing committee. The aforesaid power of attorney must be certified in the presence of the competent authority;

(5) two certified copies of the articles of association, drawn up by the provisional secretary;

(6) two copies of the by-laws of the trade union, drawn up by the provisional secretary;

(7) a list, in triplicate, of the names of the provisional managing committee, indicating the nationality, occupation or trade, identity card number and address of each office-bearer;

(8) a complete list, in triplicate, of the names of the members of the trade union, indicating the nationality, sex and occupation or trade of each of them;

(9) confirmation by the competent labour inspector that no other trade union exists (in the case of a works or basic union, where there might be duplication), that the founder members are employers or workers in the industry or activity concerned or that they belong to a profession or occupation covered by the union, that the provisional officers have worked for a certain time in the activity concerned (if such is the case), and that any other relevant matters are as stated. Where there is no labour inspector, the confirmation shall be issued by the local mayor and countersigned by the nearest labour inspector.

The documents mentioned in clauses (1), (2) and (3) may be combined in a single text.

482. On receipt of the application, the General Directorate of Labour shall have 15 days to check the accompanying documents, examine the by-laws, make any relevant comments to the applicants and submit a report on the case to the competent Ministry so that appropriate action can be taken.

483. The Ministry of Labour and Social Welfare shall recognise the trade union as having legal personality, save where its by-laws conflict with the Constitution of the Republic or with any law, are offensive to common decency or infringe any special provisions of this Code.

Within a fortnight of receiving the file, the Ministry shall take a decision recognising or refusing to recognise the union's legal personality; in the latter event it shall indicate the legal reasons or provisions of this Code that motivated its decision.

484. If the documents do not conform to the requirements of section 481, a decision shall be taken indicating the mistakes or omissions, so that the applicants may rectify them or request a reconsideration of the matter within two months.

In this case the period of 15 working days mentioned in the preceding section shall run from the day on which the amended application is presented.

Reconsideration of the matter shall be completed within ten working days of the submission of the appeal.

485. Once the union has been registered, the General Directorate of Labour shall, on request, issue a certificate to that effect and shall order an extract of it to be published free of charge in three successive issues of *La Gaceta*; the registration shall take effect from the date of the last publication.

486. As soon as the decision recognising the legal personality of a union has been published, the union concerned shall transmit a copy of the issue of *La Gaceta* in which the publication appears to the General Directorate of Labour.

487. All amendments to the by-laws shall be adopted by a general meeting of the trade union and sent to the Ministry of Labour and Social Welfare and the General Directorate of Labour, together with two copies of the minutes of the general meeting, showing the amendments made. The General Directorate of Labour shall give an opinion within 15 days and the Ministry shall approve or reject the amendments within an equal period, indicating in the latter case its legal reasons for so doing.

488. No amendment to the by-laws of a trade union shall be valid without the approval of the Ministry of Labour and Social Welfare; once its approval has been given, the necessary annotations shall be made in the relevant files.

489. Notice of any change in the membership of the managing committee of a trade union shall be given to the Ministry of Labour and Social Welfare through the General Directorate of Labour; the notice shall contain the particulars indicated in clause (7) of section 481. No change shall be effective unless this requirement has been observed.

490. No trade union may operate as such, may carry out any of the functions prescribed by law or in its by-laws or may exercise any of its rights until its legal personality has been recognised, and then only for such time as the recognition remains valid.

Chapter V. Powers and Duties of Trade Unions

491. The chief functions of a trade union shall be—

(1) to study the characteristics of the occupation concerned, including the wages, allowances, hours of work, arrange-

ments for the protection of workers and the prevention of accidents, and other conditions of work of importance to its members, so as to improve their circumstances and defend their interests;

(2) to encourage employers and workers to co-operate on the basis of justice, mutual respect and regard for the law, and to assist in improving the methods peculiar to the occupation concerned and in developing the economy in general;

(3) to conclude collective agreements and contracts of employment, to ensure that they are performed by members and to exercise such rights and take such proceedings as may arise out of the said agreements and contracts;

(4) to advise its members in defending their rights under their contracts of employment or in their work and to represent them before the administrative authorities, their employers and third parties;

(5) to represent the general or collective interests of its members or of the occupation concerned before the courts or any other authorities or bodies and to represent such interests before employers or third parties when collective disputes arise which cannot be settled by direct negotiation, and to endeavour to conciliate the parties;

(6) to promote the technical and general education of its members;

(7) to assist its members in the event of unemployment, sickness, invalidity or hardship;

(8) to promote the creation and development of co-operatives, savings funds, loan and mutual benefit societies, schools, libraries, technical and vocational training institutions, placement offices, hospitals, experimental stations, sports grounds and other facilities serving the occupational, cultural, mutual assistance and welfare purposes laid down in the by-laws;

(9) to act as intermediary in the purchase and distribution to members of consumer goods, raw materials and equipment at cost price;

(10) to acquire by any legal title such real and movable property as it requires to carry on its activities;

(11) to be represented on governmental bodies, in cases where trade union participation is provided for by law;

(12) to notify the competent labour officials of any irregularities observed in the application of this Code and the regulations made thereunder; and

(13) to answer any inquiries made by the competent labour officials and to assist such officials in all cases prescribed by law or regulations.

Other Duties

492. A trade union shall also have power

(1) to designate members to sit on permanent or temporary grievance committees or to act as trade union delegates on disciplinary tribunals;

(2) to submit claims in connection with working conditions or disputes between workers and employers, irrespective of their origin, but only if they are not legally or contractually subject to some other procedure or cannot be dealt with by any other means;

(3) to assist in the legal examination of claims, to appoint and empower members as negotiators, and to nominate conciliators and arbitrators when the need arises;

(4) to call strikes in accordance with the law; and

(5) to undertake any other duties which are not inconsistent with its essential purposes or with the law.

Right to Be Received by the Authorities and by Employers

493. Where the duties prescribed in the two preceding sections have to be discharged in relation to any authority or employer, such authority or employer shall be obliged to receive the trade union's representatives, deputies or spokesmen.

Exclusive Powers of the General Meeting

494. The general meeting shall have sole power

(1) to elect the members of the managing committee, who shall hold office for the period laid down in the by-laws and shall be eligible for re-election;

(2) to replace any officer who is absent and to remove either permanently or temporarily any member of the managing committee, in accordance with the by-laws;

(3) to approve the by-laws and any amendments thereto;

(4) to give final approval to collective labour agreements, conciliation settlements, agreements to submit to arbitration and any other arrangements that are generally binding on the members of the trade union.

The managing committee may enter into such agreements, settlements and arrangements, subject to a consultation of all the members of the union, and may also give its final approval to them if the general meeting has expressly authorised it to do so in each particular case;

(5) to call strikes or stoppages in accordance with the law;

(6) to adopt the annual budget on the basis of estimates submitted by the managing committee, to approve or reject the annual accounts presented by the managing committee and to order any necessary action to be taken thereon;

(7) to fix the amount of the guarantee required of the treasurer;

(8) to fix the limits of the investments that may be made by the managing committee without prior authorisation;

(9) to fix the amount of the ordinary and special contributions and the amount of the wages to be paid;

(10) to decide on the expulsion of members;

(11) to decide on amalgamation with any other union or unions and on affiliation with, or withdrawal from, a federation or confederation;

(12) to decide on the dissolution and liquidation of the union;

(13) to approve any claims to be submitted to employers within the next two months;

(14) to appoint negotiators and to elect conciliators and arbitrators; and

(15) to discharge such other powers as may be conferred on it by law or in the by-laws or as are in keeping with its status as the highest authority of the organisation.

495. Resolutions of the general meeting shall be adopted by a simple majority vote: Provided that a two-thirds majority vote of the members present shall be required for the adoption of resolutions under clauses (3), (9) and (10) of the preceding section, a majority vote of two-thirds of the total number of members of the union for the adoption of resolutions under clauses (11) and (12), and a majority vote of two-thirds of the total number of members of the union or the branch concerned for the adoption of resolutions under clause (5).

496. For the decisions of the general meeting of a trade union to be valid, the following rules must be observed:

(a) the meeting must have been convened in the manner and subject to the conditions laid down in the by-laws;

(b) each decision must have been adopted by a majority vote, in accordance with section 495; and

(c) minutes must be kept of each meeting; such minutes must be signed by the chairman of the meeting and the secretary, record the number of members present and contain a summary of the discussions and the full text of any decisions adopted.

497. Compliance with the rules contained in the three preceding sections and with any other provisions contained in any law or by-law requiring a special procedure or a specified majority

shall be proved by a copy of the relevant part of the minutes of the meeting in question.'

Chapter VI. Freedom to Work: Prohibited Acts and Penalties

Freedom to Work

498. No trade union shall restrict the freedom to work, either directly or indirectly.

Prohibited Acts

499. It shall not be lawful for a trade union

(a) to participate in party politics or religious affairs by being represented at political congresses, on political committees, or at religious gatherings or meetings, by making financial contributions to political parties or religious groups or by officially sponsoring candidates for public elections: Provided that the foregoing shall be without prejudice to the political rights and the freedom of conscience, worship, assembly and speech of the individual members of the union;

(b) to compel any worker, either directly or indirectly, to join or withdraw from the union, save in cases of expulsion on grounds provided for in the by-laws and duly proved;

(c) to use the funds or property of the union for any purposes other than those for which the union was formed or, even for such purposes, to make payments or investments that have not been expressly authorised in the manner prescribed by law or in the by-laws;

(d) to perform commercial transactions of any kind, whether with workers or with third parties;

(e) to encourage any cessation or suspension of work, save in the case of strikes called in accordance with the law;

(f) to promote or support any campaign or movement implying a collective and active disregard, particularly by members of the union, for the law or for the decisions of the lawfully constituted authorities;

(g) to promote or encourage an active disregard for the agreements or contracts to which its members are a party, without advancing any grounds or reasons for so doing;

(h) to order, recommend or encourage any acts of violence against the authorities or to the detriment of employers or third parties;

(i) to furnish the labour authorities with incorrect information with an intent to deceive;

(j) to accord special privileges to its founders, officers or advisers, whether on grounds of age, sex, seniority or any other circumstance, except those which are inherent in the proper discharge of their trade union duties; and

(k) to distribute dividends or profits to members, allow periodic liquidations for the purpose of distributing the union's assets or make loans from its funds, except through co-operatives or special funds established for the purpose.

Penalties

500. Any breach of the rules contained in this Part shall be punishable as follows:

(1) where the breach is attributable to the union itself, owing to its being due to a decision of the managing committee, and the contravention or action out of which it arises has not yet been committed, the Ministry of Labour and Social Welfare shall warn the union to reverse its decision within a time limit to be fixed at the Ministry's discretion;

(2) if the contravention has already been committed or the warning issued is not heeded, the Ministry of Labour and Social Welfare shall, on adequate proof being shown, impose the following penalty or penalties:

(a) a fine not exceeding 500 lempiras for the first offence;

(b) if the union continues the breach in spite of the fine, the members of the managing committee may be suspended from the performance of their trade union duties for such time as the breach continues;

(c) if the breach continues and no other penalty has been effective, the legal personality of the union may be suspended for such time as the breach continues; and

(d) as a last resort, application may be made to the labour court to cancel the union's legal personality and to dissolve and liquidate the union itself;

(3) application to cancel a union's legal personality and to dissolve and liquidate the union itself shall be made to the labour judge for the place where the union has its registered address or, in the absence of such judge, to the civil judge, in accordance with the provisions of this Code;

(4) the penalty of suspension mentioned in clauses *(b)* and *(c)* above shall be discontinued as soon as the contravention which gave rise to it has ceased;

(5) every member of a managing committee which has involved the union concerned in the penalty of dissolution may be deprived of his right of association in any form for a period

of up to three years if the judge so decides in the ruling ordering the dissolution, which shall indicate the persons responsible by name.

Penalties to Which Officers Are Liable

501. Where the act or omission constituting the offence is attributable to one of the officers or members of a union acting in his capacity as such, the administrative labour official shall, after verifying the facts, call upon the union to impose the disciplinary penalties prescribed in the by-laws on the person or persons responsible. If the appropriate penalties have not been imposed on the expiry of the allotted time, which shall not exceed one month, the breach shall, for the purposes of the preceding section, be deemed to be directly attributable to the union itself.

Chapter VII. Internal Organisation

Name

502. No trade union shall adopt a name which might be misconstrued or lead to confusion with another existing union, or use a designation peculiar to any political party or religion, or call itself a federation or confederation. Every employers' association shall indicate that it is an association of employers in its name.

Minimum Age

503. Any worker who is over 14 years of age may join a trade union, but no person who has not yet come of age may be a member of a managing committee.

Nationality

504. No trade union may operate unless Honduran citizens represent at least 90 per cent. of its membership. Whatever form the management of a union may take, no alien shall be eligible to become an officer.

General Meeting

505. A general meeting shall be held at the intervals and in the manner laid down in the by-laws.

Quorum at General Meetings

506. No general meeting shall be validly held unless there is the quorum laid down in the by-laws, which shall not be less than

half the members of the union, plus one; only the votes of the members present shall be counted.

If the absence of a quorum prevents the holding of a valid meeting, the managing committee shall convene another meeting for the same purpose and this meeting shall be validly held irrespective of the number of members present.

Representation of Members at the General Meeting

507. If, owing to the nature of the activities or occupations, geographical distribution or numerical strength of its members, a union cannot apply the provisions of the preceding section, the by-laws may provide for some other method whereby members can be represented at the general meeting.

Managing Committee

508. The managing committee shall be responsible for managing the affairs of the union and shall be responsible to the members of the union and to third parties in the same way as agents under the Civil Code. The members of the managing committee shall be jointly responsible, save where they have had their dissenting votes recorded in the minutes of the meeting.

The union shall be legally represented by the chairman of the managing committee or, in his absence, by the general secretary.

509. Any civil obligations contracted by the officers of a union within the limits of their mandate shall be binding on the union itself.

Qualifications Required of Members of the Managing Committee

510. Every member of the managing committee and provisional managing committee of a union shall fulfil the following conditions, which shall be in addition to any conditions laid down in the by-laws:

(a) he must be an Honduran citizen;

(b) he must be a member of the union;

(c) at the time of his election he must be regularly employed (i.e. otherwise than on a casual basis, on probation or as an apprentice) in an activity, occupation or trade covered by the union and have been so employed for more than six months during the previous year;

(d) he must be able to read and write;

(e) he must be in possession of his citizenship papers or an identity card, as the case may be; and.

(f) he must not have been sentenced to imprisonment (or if so, he must have been subsequently cleared of the charge) or be facing trial for a non-political offence at the time of his election.

Failure to fulfil any one of the above conditions shall invalidate the election of the person concerned: Provided that any breaks in the normal course of the activity, occupation or trade, as referred to in clause *(c)*, shall not invalidate the election if they were occasioned by the discharge of trade union duties.

Managerial Employees

511. Members of a union who, by reason of their duties in the undertaking, represent the employer or hold managerial posts or positions of trust or may easily exercise an undue influence over their fellow-workers shall not be eligible to serve on the managing committee of a works or basic union or to be appointed as officers of such a union. In this category shall be included managers, assistant managers, administrators, chiefs of personnel, private secretaries to the board of directors, the management or the administration, departmental chiefs (such as chief engineers, chief medical officers, legal consultants and technical managers) and other similar employees. The election of any such member shall be null and void, and any person who, after being duly elected, is subsequently appointed to any of the aforementioned posts shall automatically vacate his trade union office.

512. Members of the managing committee of a union shall not serve for less than six months, except in the case of the provisional managing committee, whose term of office shall not extend beyond 30 days, reckoned from the date on which the recognition of the union's legal personality was officially published: Provided that the same persons may be elected for the prescribed period. The foregoing shall not restrict the freedom of the union to remove any member of the managing committee in the cases laid down in the by-laws, nor shall it prevent any member from resigning; in such event the deputy member shall take office for the remainder of the period.

If the provisional managing committee fails to convene a general meeting to elect the first regular committee within the 30 days referred to in this section, a meeting may be convened by not less than 15 members.

513. The election of the managing committee of a union shall be conducted in the manner prescribed by the general meeting, votes being taken by a simple majority.

514. At general meetings and meetings of the managing committee, any member may request that the names of those present when a decision is taken should be recorded in the minutes.

515. The managing committee shall —

(a) apply the provisions of the relevant laws and by-laws and execute all decisions of the general meeting;

(b) lay down the necessary rules for the running of the organisation, in accordance with the by-laws, and take the necessary decisions to ensure that they are strictly carried out;

(c) submit a full report of its activities to the general meeting, together with a detailed account of the administration of the union's funds;

(d) set up permanent committees;

(e) ensure that all members abide by the by-laws and carry out their obligations.

516. It shall not be lawful to dismiss from his employment any worker who is a member of the managing committee of a union, at any time from the date of his election until the end of the six months after he ceases to hold office, unless evidence is first submitted to the competent labour or civil judge showing that there is lawful cause for terminating his contract of employment. The judge shall decide the matter in accordance with summary procedure. Where a union is divided into branches and sub-branches, this rule shall apply only to the central managing committee.

Any employer contravening the preceding paragraph shall be liable to pay the union concerned the equivalent of the worker's wages for six months by way of damages, without prejudice to the rights of the worker himself.

517. If 30 workers formally notify their employer in writing of their intention to form a trade union, and transmit such notification to the General Directorate of Labour or to the labour attorney's section for the area, the persons signing the notification shall enjoy the special protection of the State. From the date of the notification until the date on which the union's legal personality is recognised, none of the workers concerned may accordingly be dismissed, transferred or prejudiced in his conditions of work without lawful cause, which must first be confirmed by the competent authority.

518. It shall be the duty of every trade union —

(1) to submit such reports as are requested by the labour authorities: Provided that such reports shall be exclusively concerned with its trade union activities;

(2) to notify the General Directorate of Labour of any changes made in the managing committee within a fortnight of the election;

(3) to furnish the General Directorate each year with a complete list of all new members and withdrawals;

(4) to take the necessary steps to have amendments to the by-laws legally approved, in accordance with section 487, within a fortnight of the general meeting at which the amendments were adopted.

Records

519. As soon as the articles of association have been signed and the members of the provisional managing committee appointed, every trade union shall maintain at least the following records: a register of members, minutes of the general meeting, minutes of the managing committee, inventories and balance-sheets, and income and expenditure accounts. The books used for such records shall first be approved by the General Directorate of Labour, which shall stamp, number and initial each page.

It shall not be lawful to tear out, substitute or add pages, make alterations, write between the lines or erase or strike out any entry in any book which a trade union is obliged to keep; any omission or mistake shall be corrected by means of an appropriate annotation. Failure to observe these rules shall render the offender liable to a fine of between 2 to 50 lempiras, which shall be imposed by the labour inspector in favour of the union; half the aforementioned penalty, also in favour of the union, shall be imposed on every trade union officer or employee who, although aware of the contravention, failed to impose the appropriate union penalty or report it to the labour inspector.

Budget

520. At its general meeting a trade union shall vote a budget of expenditure for a period not exceeding one year; no outpayments that are not provided for in the budget may be made without the express permission of the general meeting. Without prejudice to any further limits or conditions laid down in the by-laws, any outpayment of more than 50 lempiras (other than wages for which sums have been appropriated in the budget) shall require the prior approval of the managing committee; any outpayments of more than 200 but not more than 1,000 lempiras, even if envisaged in the budget, shall require the approval of the general meeting by a two-thirds majority vote of the members. The foregoing rules shall not apply to expenditure incurred through strikes that are called by the union, whatever the amount may be.

Treasurer's Guarantee

521. The treasurer of every trade union shall deposit a guarantee with the union as security for the proper management of its funds. The amount and form of the guarantee shall be

decided by the general meeting and a copy of the document recording the decision shall be filed with the General Directorate of Labour.

Deposit of the Funds

522. The funds of every trade union shall be deposited with a bank or savings fund, except for such amount not exceeding 50 lempiras as is authorised by the by-laws for use as petty cash. Any draft or money order shall be authorised by the joint signatures of the chairman, treasurer and comptroller.

The banking institution with which the union has deposited its funds shall have full power to inform any labour authority of the position of the union's account if an official request to that effect is made.

Accounts

523. The accounts of a trade union shall be kept in accordance with the provisions of the Commercial Code and with any special rules contained in the by-laws or decided by the managing committee.

Expulsion of Members

524. A trade union shall have power to expel any member or members: Provided that the expulsion shall be ordered by the majority specified in section 495.

Withdrawal of Members

525. A trade union shall order the withdrawal of any member who voluntarily ceases for the period of one year to engage in the occupation or trade which it is the purpose of the union to defend and improve.

Deduction of Union Contributions

526. Every workers' trade union shall be entitled, if so decided by a majority vote of its members, to request the various employers concerned to deduct the value of its members' ordinary and extraordinary contributions from the wages earned by those of its members whom they employ and to pay the amount so deducted to the union: Provided that the deduction of extraordinary contributions shall be authorised by the workers themselves in writing. If a worker ceases at any time to be liable for contributions, owing to his withdrawal or expulsion from the union, he shall notify the employer in writing and, on receipt of such notification, the employer shall cease to make the deductions, even though he has not received instructions from the union.

The foregoing shall be without prejudice to the union's rights in the event of incorrect information being given by the worker.

As authorisation for the deduction of ordinary contributions, the trade union shall furnish the undertaking with the following documents:

(a) a copy of the relevant passage in the minutes of the general meeting at which the deduction was authorised by a majority vote of all the members; such copy shall be accompanied by a list of the members present at the meeting;

(b) a list, in duplicate, duly certified by the chairman, secretary and comptroller of the union, of all the members in good standing at the time of the authorisation whose contributions are to be deducted, even where they voted against the authorisation or have expressed a wish not to have their contributions deducted;

(c) in the case of later entrants, their enrolment forms, duly certified in the manner indicated in clause *(b)*.

Chapter VIII. Dissolution and Liquidation

Dissolution

527. A trade union, federation or confederation may be dissolved only—

(a) if one of the events mentioned in the by-laws as entailing its dissolution occurs;

(b) if a resolution to that effect is adopted at a general meeting by at least two-thirds of the members of the organisation, and the resolution is signed by all those present;

(c) if a court of law so orders;

(d) if the membership falls below 30 in the case of a workers' union.

528. In the event of dissolution the Ministry of Labour and Social Welfare shall cancel the registration of the union by making a marginal note in its records and shall arrange for an extract of the court order, administrative decision or resolution of the general meeting to be published in three consecutive issues of *La Gaceta*.

529. Any activity undertaken and any contract concluded or performed by a union after its dissolution shall be *ipso facto* null and void, save in so far as it relates exclusively to the liquidation of the union.

Even after its dissolution a trade union shall be deemed to exist for all purposes relating exclusively to its liquidation.

Liquidation

530. In the event of dissolution the Ministry of Labour and Social Welfare shall appoint a liquidation committee consisting of a labour inspector, who shall act as chairman, and two persons of good repute, to be selected from among the workers or employers, as the case may be.

The liquidation committee shall act as the representative of the union that has been dissolved and in discharging its duties shall observe the procedure laid down in the by-laws, which may empower the Ministry of Labour and Social Welfare to issue such instructions as it considers appropriate or to direct that the ordinary law is to be applied as far as possible.

531. Where a trade union, federation or confederation is dissolved, the liquidation committee shall, in the first instance, use all existing funds, all money accruing from the sale of property and all sums obtained from the recovery of outstanding debts to pay the creditors of the union, federation or confederation (including liquidation costs). The residue shall be used to reimburse the ordinary contributions paid by active members, less any debts owed by such members to the union, federation or confederation. If the residue is insufficient for this purpose, it shall be distributed to active members in proportion to their contributions. In no circumstances and on no account shall any member receive more than the value of his ordinary contributions.

In the event of the dissolution of a union which has been affiliated to a federation or confederation, the liquidation committee shall permit a representative of the federation or confederation to participate in its work in a purely advisory capacity.

Disposal of Residual Assets

532. Any assets remaining after creditors have been paid and the above reimbursements have been effected shall be made over by the liquidation committe to the trade union organisation designated for the purpose in the by-laws or by the general meeting; if no such organisation has been designated, the assets shall be made over to a benevolent or social welfare institution designated by the Government.

Official Approval

533. The liquidation of a union shall require the approval of the Ministry of Labour and Social Welfare, which shall in due course certify that the liquidation committee has fully discharged its obligations.

Chapter IX. Persons Employed by the State

Right of Association

534. The right of association shall be enjoyed by all persons employed by the State, with the exception of members of the armed forces and the various types of police forces: Provided that a trade union of civil servants shall have no other functions than—

(1) to study the characteristics of the occupation concerned and the working conditions of its members;

(2) to advise its members in defending their rights as civil servants, and particularly the rights pertaining to administrative careers;

(3) to represent the general or collective economic interests of its members or of the occupation concerned before the courts or any other authorities;

(4) to submit respectful memoranda to the appropriate administrative heads, containing petitions on matters of interest to all its members, complaints relating to the treatment accorded to particular individuals or suggestions for improving the administrative organisation or methods of work;

(5) to promote the technical and general education of its members;

(6) to assist its members in the event of unemployment, sickness, invalidity or hardship;

(7) to promote the creation, development or subsidising of co-operatives, savings funds, loan and mutual benefit societies, schools, libraries, technical and vocational training institutions, placement offices, hospitals, experimental stations, sports grounds and other facilities serving the occupational, cultural, mutual assistance and welfare purposes laid down in the by-laws; and

(8) to acquire by any legal title such real and movable property as it requires to carry on its activities.

Right to Be Received by the Authorities

535. The duties prescribed in clauses (3) and (4) of the preceding section shall entail an obligation on the authorities, and especially on the direct superiors of the members concerned, to receive the trade union's representatives and to find an adequate solution to their problems.

Limitation of Powers

536. No trade union of civil servants may submit claims or conclude collective agreements, but the trade unions of other

persons employed by the State shall have all the powers of other workers' unions, and their claims shall be examined in the same way, even though they are not permitted to call or conduct a strike.

Chapter X. Federations and Confederations

Right to Federate

537. All trade unions shall enjoy an unrestricted right to unite or join together in local, regional or national federations, whether occupational or industrial, and such federations may unite or join together in confederations. Federations and confederations shall be entitled to have their own legal personality and shall exercise the same powers as trade unions, except that they shall have no power to call a strike, which shall be vested solely, and in so far as is permitted by law, in the unions or groups of workers directly or indirectly concerned.

Two or more workers' unions or three or more employers' associations may form a federation and two or more workers' or employers' federations may form a confederation.

Additional Duties

538. The by-laws of a federation or confederation may provide for it to act as an appeals tribunal in connection with disciplinary measures imposed by any of the affiliated organisations, for it to settle disputes arising between the members of an affiliated union as a result of the union's decisions and for it to resolve differences between two or more affiliated organisations.

Authorisation of Founders

539. When a federation or confederation is established, the representatives of the unions signing the articles must be expressly empowered to do so by their respective general meetings.

Articles of Association

540. The articles of association shall indicate the name and registered address of each affiliated organisation, the number and date of the decision recognising its legal personality, the number and the date of the official gazette in which the decision was published, its registration number, the names and particulars of the identity cards of all members of the provisional managing committee and, where appropriate, the undertaking or undertakings in which they are employed.

Managing Committee

541. Every member of the managing committee and provisional managing committee of a federation or confederation shall fulfil the following conditions, which shall be in addition to any conditions laid down in the by-laws:

(a) he must be a Honduran citizen in full possession of his civil and political rights;

(b) he must be a full member of one of the affiliated organisations;

(c) at the time of his election he must be regularly employed in an activity, occupation or trade covered by his union and have been so employed for more than a year;

(d) he must be able to read and write;

(e) he must be in possession of his citizenship papers or an identity card, as the case may be; and

(f) he must not have been sentenced to imprisonment (or if so, he must have been subsequently cleared of the charge) or be facing trial for a non-political offence at the time of his election.

Failure to fulfil any one of the above conditions shall cause the provisions of the last paragraph of section 510 to be applied.

The conditions laid down in clauses *(b)* and *(c)* above shall be disregarded in cases where a person resigns from a union, ceases to engage in his occupation, relinquishes his contract of employment in a particular undertaking or changes his trade on account of trade union duties or activities. The facts shall be stated by the general meeting at which he is elected. Any lawful suspension of his contract of employment shall be similarly disregarded.

Legal Personality

542. The procedure for the recognition of legal personality in the case of a federation or confederation shall be the same as in the case of a trade union, in so far as it is relevant.

Provisional Managing Committee

543. The provisional managing committee of a federation or confederation shall hold office until the first general meeting after the recognition of the federation's or confederation's legal personality.

By-laws

544. The by-laws of a federation or confederation shall be approved by the Ministry of Labour and Social Welfare and shall make provision for the term of office of the managing or executive committee, the manner of its election, its composition, the quorum at ordinary general meetings and the intervals at which such

meetings must be held, the period to be covered by the budget and the conditions subject to which expenses may be validly incurred.

Advice by Federations and Confederations

545. Any federation or confederation may advise its affiliated organisations in their dealings with employers in connection with disputes, or with the authorities or third parties in connection with representations of any kind.

Withdrawal

546. A trade union may withdraw at any time from the federation or confederation to which it is affiliated if a decision to that effect is voted by the majority required by section 495. Any provision in the by-laws to the contrary shall be null and void.

Chapter XI. Concluding Provisions

547. Every trade union organisation shall furnish the Ministry of Labour and Social Welfare with a detailed statement of income and expenditure each year and shall submit to inspection and supervision by the Ministry to ensure that it has discharged its obligations under the by-laws in such matters: Provided that if a claim is submitted and the Ministry is notified by the transmission of a copy of the claim through the appropriate labour inspector, such financial supervision shall be suspended until the end of the dispute, at which time the inspector shall be given a detailed account of the employment of the funds during the dispute.

548. Five or more members of a union may at any time demand that the accounts of their union should be inspected by an auditor from the General Audit Office of the Republic; such inspection shall in any event be carried out automatically by the General Audit Office at least once a year.

549. The Ministry of Labour and Social Welfare shall encourage the peaceful and orderly development of the trade union movement by such legal methods as it deems desirable. To this end it shall, by executive decree, take all necessary measures to guarantee that the right of association is effectively enjoyed.

Part VII. Collective Labour Disputes

Chapter I. General Provisions

Definition of Strikes

550. The expression " strike " means a collective, temporary and peaceful stoppage of work called by the workers employed in

an establishment or undertaking in order to secure the acceptance of financial and occupational claims which they have submitted to their employers, after complying with the procedure laid down in this Part.

The ordinary courts shall impose the penalties provided for by law on persons committing any acts of coercion or violence against persons or property in connection with a strike.

Purpose of Strikes

551. The purpose of a strike shall be

(1) to achieve a balance between the various factors of production by bringing the rights of labour into line with those of capital;

(2) to prevail on the employer to conclude or implement a contract of employment or a collective labour agreement; and

(3) in appropriate cases, to secure a revision of a contract of employment or collective labour agreement on its expiry, in the circumstances and cases prescribed in this Code.

Legal Effects of Strikes

552. A lawful strike shall suspend the contracts of employment and collective labour agreements in force in the undertaking, place or business in which it is called, for the whole duration of the strike, without involving any termination or expiry of the rights and obligations deriving from such contracts or agreements. No employer shall make new contracts of employment during a strike, save in departments where, in the opinion of the authority dealing with the strike, it is essential that work should continue in order to avoid serious danger to the safety and preservation of the workshops, premises, equipment, machinery or essential facilities, and then only if the strikers do not allow the personnel required in such departments to remain at work.

553. To call a strike it is necessary—

(a) that its sole purpose should be one or more of those listed in section 551 of this Code;

(b) that the possibilities afforded for the direct settlement of disputes and for mediation, conciliation and arbitration should have been exhausted;

(c) that the decision to call it should be taken by at least two-thirds of the persons working in the undertaking, place or business in question; and

(d) that the other conditions prescribed in this Code have been fulfilled.

Public Services

554. Any organised activity to meet the needs of the general public on a regular and permanent basis under special legislation shall be deemed to constitute a public service, whether it be undertaken by the State (directly or indirectly) or by private persons.

The following activities, *inter alia*, therefore constitute a public service:

(1) those of any branch of government;

(2) those of land, water and air transport undertakings, and of water supply, electric power and telecommunication undertakings;

(3) those of medical establishments of all kinds, such as hospitals and clinics;

(4) those of social assistance, charitable and benevolent institutions;

(5) those connected with the production and supply of essential foods (on condition that an entire branch is affected);

(6) those of all health and sanitation services in towns and villages;

(7) those connected with the extraction, refining, transport and distribution of petroleum and its derivatives if, in the opinion of the Government, they are intended to supply the country's normal fuel needs;

(8) any other activities that in the opinion of the Government affect the safety, health, education and economic or social life of the people, at times when the individual guarantees to which section 163 of the Constitution of the Republic relates have been restricted.

Decisions under this clause shall be taken by the President of the Republic by means of an order in council; and

(9) those connected with scientific research into diseases and with operations to protect animal and plant life.

Restrictions on the Right to Strike in Public Services

555. In the public services referred to in the preceding section the exercise of the right to strike shall be subject to the following restrictions.

In cases covered by clauses (1), (7) and (8) disputes between employers and workers shall be submitted by either of the parties to the Ministry of Labour and Social Welfare for examination and determination before a strike is called.

It shall not be lawful to call a strike in services covered by clause (2) if the workers in a transport undertaking have not completed their journey.

It shall not be lawful to call a strike in undertakings covered by clauses (3), (4), (5) and (6) or in water supply, electric power or telecommunication undertakings unless the workers make available the necessary personnel to ensure that a suspension of the services provided does not result in serious and immediate danger to public health or safety or to the economy in general.

It shall likewise not be lawful to call a strike in wartime if the workers belong to any public service.

556. In any case where the operation of the services mentioned in the preceding section is in fact suspended, the Executive shall have power to take over the management and administration of such services for such time as is necessary to avoid any harm to the community, and shall take all necessary measures to restore such services and guarantee their continuance, after issuing a special decree giving the reasons for the measures taken.

557. Workers employed by the State, by state institutions or by municipalities shall be entitled to exercise the right to strike without regard to the restrictions laid down in section 555 in either of the following cases:

(a) if an attempt is made to infringe in any way the principle that the President of the Republic shall not hold office for two consecutive terms; or

(b) if an attempt is made to overthrow the legally constituted Government.

Public Service Undertakings

558. No public service undertaking that is not operated directly or indirectly by the State shall suspend or stop work unless it obtains the permission of the Government or gives at least six months' notice to the Government, so that measures can be taken in good time to ensure the continuance of the services provided.

559. No undertaking that does not provide a public service shall suspend operations without giving its workers at least one month's notice, save in cases of *force majeure* or a fortuitous event, and without prejudice to any compensation payable in respect of contracts of employment concluded for a longer period. If the undertaking resumes operations within 120 days, it shall give preference in re-engaging workers to those whom it discharged, on terms not less favourable than those on which they were employed when the undertaking closed. Workers who have been duly notified and who fail to report for work within three days shall lose this preferential right.

560. If a labour court rules that the reasons for a lawful strike are attributable to the employer, through his failure to per-

form any labour contract or contracts, through his unjustifiable refusal to conclude a contract or collective agreement, or through his ill treatment of his workers or his violent behaviour towards them, the court shall sentence him to pay the wages due for the days on which the workers are on strike.

Any workers who remain at work to prevent the suspension of the service from affecting public health or safety or the economy in general shall be entitled to double pay.

561. An unlawful strike shall terminate the contracts of employment of the strikers without liability for the employer, and the strikers shall pay the employer such compensation for damages as the labour court may fix at its discretion. The foregoing shall be without prejudice to any penalties that may be imposed on the strikers by the ordinary courts for offences or misdemeanours committed during the strike.

Any new contracts concluded by the employer shall not, however, provide for less favourable terms than those which applied in each particular case before the unlawful strike was called.

Chapter II. Calling and Conduct of Strikes

562. The following conditions shall be fulfilled before a strike is called:

(1) The workers shall present the employer with a written statement of their claims, announcing their intention of going on strike, specifying the object of the strike and citing the clause of section 551 by which it would be covered. Such notice shall be given at least six days before the date mentioned for the suspension of work: Provided that the period shall not be less than ten days in the case of public services. Such period shall run from the moment when the employer has been notified.

The giving of notice shall also have the effect of placing the employer, for the duration of the period of notice, in the position of a trustee or administrator, as the case may be, of the centre of employment, undertaking or business that will be affected by the strike, with all the duties and responsibilities attaching to such functions.

(2) The written statement of claims referred to in the preceding subsection shall be submitted to the conciliation and arbitration board, together with one additional copy which the chairman of the board shall be personally responsible for transmitting to the employer on the same day as he receives it. The employer or his representative shall reply in writing to the workers' claims within the next 48 hours, also through the conciliation and arbitration board.

Where the centre of employment, undertaking or business is not located at the place where the board has its seat, the workers may deliver their statement of claims to the nearest labour authority or, where there is no such authority, to the highest local political authority. In either case the authority receiving the statement of claims shall be personally responsible for transmitting it to the employer on the same day; after showing the reply to the workers as soon as it is received, or if the employer does not reply within 48 hours, the authority shall transmit the file as rapidly as possible to the conciliation and arbitration board.

563. The decision to call a strike must be approved in a secret ballot by two-thirds of the workers employed in the undertaking or establishment concerned or by two-thirds of the general meeting of the works or basic union to which over half such workers belong.

564. Once a strike has been called, the workers shall leave the workplace.

565. If a trade union or a group of non-unionised workers calls a strike after exhausting the preliminary procedure for a direct settlement and for mediation, conciliation and arbitration, the strike shall be conducted in an orderly and peaceful manner.

566. The leaders of the strike shall be authorised to set up strike committees to keep the workers informed and to establish contact with employers or their representatives.

567. Where a strike lasts for more than eight days, the Ministry of Labour and Social Welfare shall arrange for the establishment of a tribunal of three members, one appointed by the employers, one by the workers and one by the Ministry, to inquire into the dispute and to propose a settlement to the parties; the adoption or rejection of such a proposal by the workers shall be determined by a ballot, as prescribed in section 563. The same procedure shall be repeated at intervals of eight days. If the parties are slow or reluctant to appoint their members of the tribunals referred to in this section or to provide a substitute when a member is absent, the Ministry shall make the necessary appointments in their behalf.

568. The strikers, acting through their representatives, shall be required to provide, and the employers or their representatives to accept, a number of workers sufficient in the opinion of the appropriate labour inspector to ensure the continuation of any work whose suspension would seriously hinder the resumption of operations or be seriously detrimental to the safety and maintenance of the workshops or business premises. Where necessary, the

General Directorate of Labour may request the assistance of the police to ensure that other workers do such work if the strikers refuse.

Chapter III. Unlawful Collective Stoppages of Work

Cases in Which a Stoppage is Unlawful; Penalties

569. A collective stoppage of work shall be unlawful in any of the following cases:

(1) in the case of a public service, for such time as the conditions laid down in section 555 have not been fulfilled;

(2) when the purpose of the stoppage is not occupational or economic;

(3) when the preliminary procedure for a direct settlement or for mediation, conciliation and arbitration has not been followed as laid down by law;

(4) when the stoppage is held in contravention of the provisions of section 563;

(5) when it is held after more than two months have elapsed since the end of the conciliation proceedings;

(6) when it is not confined to a peaceful suspension of work; and

(7) when it is held with the object of forcing the authorities to take some action falling within their exclusive competence.

Declaration That a Stoppage Is Unlawful

570. The fact that a collective stoppage of work is unlawful shall be declared through administrative channels by the Ministry of Labour and Social Welfare. The order embodying such a decision shall be immediately applicable and may be impugned only by proceedings instituted before the labour courts.

A resumption of work shall not prevent the Ministry from declaring a stoppage to be unlawful.

In any ruling given on collective stoppages of work in the light of the reasons mentioned in subsections (3) and (4) of section 569, no account shall be taken of any procedural irregularities.

571. Once a stoppage of work has been declared to be unlawful, the employer shall be free to avail himself of this reason in discharging any persons who were associated with or participated in the stoppage. A statement to that effect shall be included in the order declaring the stoppage to be unlawful, and any union that furthered or supported the suspension or stoppage shall have its legal personality suspended for a period of between two and six months and may even be ordered to be dissolved if the authority or official issuing the declaration so decides.

The penalties mentioned in this section shall not prevent the employer from bringing an action for damages against those responsible.

Chapter IV. Termination of Strikes

572. A strike shall be terminated—

(1) by agreement between the employers and workers concerned;
(2) by an arbitration award made by any person, committee or tribunal freely chosen by the parties; and
(3) by an award of the appropriate conciliation and arbitration board.

573. For such time as a strike is not brought to an end by any of the means mentioned in the preceding section neither the employer nor his representatives shall conclude new contracts with the strikers or with any other workers, whether individually or collectively, for the performance of the work to which the stoppage relates, save in the special cases laid down in this Code.

Chapter V. Lawful and Unlawful Lockouts

574. The expression "lawful lockout" means a temporary and peaceful stoppage of work, whether partial or total, ordered by one or more employers with the sole object of defending their economic and social interests.

In the case of a body corporate a lockout shall be ordered by the board of directors or the managing partners.

575. A lockout shall be lawful if the employers comply with the provisions of sections 553 *(b)* and 574 and then give all their workers one month's notice of the lockout, for the sole purpose of enabling such workers to terminate their contracts of employment during the period of notice without liability for either party.

Such notice shall be given when the conciliation proceedings are concluded.

576. Throughout a lawful lockout the contract or contracts of any workers who have not availed themselves of the opportunity afforded under the preceding section shall be deemed to be suspended. In no case may such workers claim the payment of any wages and allowances corresponding to the period of the stoppage.

577. The resumption of work shall be governed by the rules laid down in section 103.

578. The provisions of sections 550 (second paragraph), 554, 555 and 556 shall apply to lockouts.

579. Any act of malice on the part of the employer that prevents the workers from engaging in their normal work shall be deemed to constitute an unlawful lockout.

580. Every unlawful lockout shall have the following effects:

(1) It shall entitle the workers to claim their immediate return to work or to terminate their contracts of employment with any appropriate statutory benefits and compensation.

(2) It shall oblige the employer to resume work immediately and to pay the workers any wages which they would otherwise have received while their work was improperly suspended.

(3) It shall render the offender liable in each case to a fine of between 50 and 1,000 lempiras, according to the gravity of the offence and the number of workers affected, without prejudice to any other liability that the competent authority may find to have been incurred by the offender.

581. A lockout in which the reasons are attributable to the workers shall be just, and one in which the reasons are attributable to the employer shall be unjust.

If a labour and social welfare court rules that the reasons for a lawful lockout are attributable to the employer, the said employer shall pay his workers any arrear of wages covered by clause (2) of the preceding section.

Where such a court rules that a lawful lockout is just, the employer shall be entitled to dismiss his workers without incurring any liability.

582. A lockout ordered in accordance with the provisions of this Chapter shall cease if the appropriate conciliation and arbitration board, after hearing the parties concerned, decides that the reasons out of which it arose no longer exist.

583. When work is wholly or partly resumed, the employer shall re-engage the workers who were in the service of the undertaking when the lockout was ordered.

In such a case the Ministry of Labour and the employer shall follow the procedure laid down in the second and third paragraphs of section 103 of this Code.

584. Any lockout ordered otherwise than in the cases and subject to the conditions prescribed in the preceding sections, on the basis of falsehoods or through the artificial creation of the circumstances mentioned in those sections, shall render the employers (or the authorised representatives of the employers) ordering

the lockout liable to the penalties prescribed in this Code and in the Penal Code for such acts or omissions.

CHAPTER VI. COMMON PROVISIONS AS TO STRIKES AND LOCKOUTS

585. No strike or lockout shall in any way operate to the detriment of a worker who is in receipt of wages or allowances in respect of an accident, disease, maternity or leave or on any other similar account.

586. The fact that a lockout or strike is ended by a direct settlement between the employers and workers concerned or by a court decision shall not relieve any person of his liability for offences or misdemeanours committed by him in connection with the dispute.

587. In the event of a lawful strike or lockout the labour courts shall immediately order the police authorities to provide due protection for the persons and property involved and to keep closed any establishments or businesses affected by the dispute, with the exception of such departments as the competent labour authority deems it essential to keep open.

In the event of an unlawful strike or lockout the labour courts shall order the police authorities to ensure the continuation of work by every means at their disposal, and the Executive shall have power, in accordance with section 556, to take over the management and administration of any public services provided by private undertakings.

588. The employers' right to order a lockout and the workers' right to call a strike may not be renounced: Provided that it shall be lawful to subscribe to a clause whereby the parties undertake temporarily not to exercise those rights for such time as one of the parties continues to comply with the provisions of a collective labour agreement concluded between the employer concerned and two-thirds of his workers.

The labour courts shall also have power to suspend the exercise of such rights for not more than six months if they deem such a course to be essential to a better balance in labour-management relations after the settlement of a serious economic and social dispute.

589. Any person who publicly incites others to stage a strike or lockout in contravention of the provisions of this Part shall be liable to a fine of between 100 and 500 lempiras.

590. Any person who, on the occasion of a collective dispute, participates therein with a view to fostering disorder or depriving

it of its peaceful nature shall be liable to detention and arrest by any authority until the end of the strike or lockout or until he affords a sufficient guarantee in the opinion of a labour court that he will not carry out his intentions.

Part VIII. Administrative Organisation of Labour

Chapter I. Ministry of Labour and Social Welfare

591. It shall be the duty of the Ministry of Labour and Social Welfare to

(1) approve, carry out and enforce the laws and regulations issued in the field of labour;

(2) draw up its own service regulations;

(3) administer, examine and regulate all matters relating to labour and social welfare;

(4) improve the living and working conditions of the working population;

(5) exercise supervision and carry out visits of inspection to ensure that due respect is shown for the statutory provisions governing the relations between employers and workers;

(6) examine and approve the rules of employment submitted for its consideration by state-owned and private undertakings;

(7) promote good relations between employers and workers;

(8) fix minimum wages on the basis of the recommendations made by the National Minimum Wage Committee;

(9) approve or reject the by-laws of social organisations;

(10) study and solve unemployment problems;

(11) prepare labour statistics;

(12) propose candidates for appointment by the High Court of Justice as labour judges;

(13) co-ordinate its activities in matters of social welfare with those of the Honduran Social Security Institute, subject to the relevant laws and regulations;

(14) approve and register workers' and employers' organisations;

(15) maintain a labour attorney's section;

(16) take the prescribed measures in connection with the contracts of employment made with aliens and with Honduran workers intending to take up employment abroad;

(17) promote and supervise workers' co-operative societies;

(18) conduct scientific inquiries into the problems of the working class;

(19) organise national and international labour congresses and meetings; and

(20) carry out such studies and take such measures as may be relevant to the purposes of the Labour Code and the regulations made thereunder.

592. The authorities established by this Code shall have exclusive jurisdiction in dealing with the matters referred to in the preceding section and all other authorities shall be required to furnish such assistance as they may request.

593. The Ministry of Labour and Social Welfare shall have the following administrative subdivisions:

(a) the General Directorate of Labour;

(b) the General Inspectorate of Labour;

(c) the General Directorate of Social Welfare;

(d) the Labour Attorney's Section;

(e) the National Institute of Social Studies; and

(f) such other subdivisions as may be specified in the regulations made under this Chapter or in any subsequent laws.

594. The General Directorate of Labour shall have purely administrative duties, such as the registration of social organisations, the registration of contracts and agreements made in Honduras, statistical and placement work and such other duties as are assigned to it by this Code and the regulations made thereunder.

595. The General Directorate of Social Welfare shall effectively co-ordinate the activities of the various social welfare and assistance bodies established or to be established in Honduras, with the object of ensuring their constant progress and improvement.

596. The National Institute of Social Studies shall carry out all kinds of studies and inquiries into wages, costs of living and other labour, social welfare and assistance matters; to this end it shall co-ordinate its activities with those of the other departments concerned and shall, through the appropriate bodies, regularly exchange information with other countries, both in America and in other parts of the world, so as to become acquainted with their problems, institutions and achievements in the social field. It shall also —

(a) collect information on working conditions;

(b) study, receive, file and summarise the reports which employers are required in virtue of any law, regulation or decree to send to the General Directorate of Labour;

(c) collect and maintain up-to-date information on employment and unemployment throughout the country, in accordance with such special provisions as are issued in this behalf;

(d) make recommendations to the General Directorate in connection with the forms required for the discharge of its duties; and

(e) carry out such other tasks as may be prescribed in special provisions.

Chapter II. General Directorate of Labour

597. The General Directorate of Labour shall be the body or authority responsible in the first instance for the administration of the labour laws; it shall more particularly—

(a) promote by all suitable means the best possible relations between employers and workers;

(b) encourage collective bargaining and the conclusion of collective agreements as a means of settling differences between employers and workers, and improve industrial relations and working conditions in general by endeavouring to ensure that the wages paid are fair and just and that the workers discharge their obligations as regards punctuality and efficiency at work;

(c) maintain close relations with employers' and workers' organisations and encourage them to co-operate in the application and development of labour legislation;

(d) promote the establishment of such joint boards and safety committees as are prescribed by law, regulation or agreement and of such bodies as may help to improve working conditions and industrial relations;

(e) advise the Ministry of Labour and Social Welfare in matters within its jurisdiction;

(f) approve and register the documents drawn up in connection with the supervision of labour legislation and arrange for the filing of such documents;

(g) act as conciliator in individual or collective disputes and take the necessary decisions, without prejudice to the functions of the competent authorities;

(h) recommend to the Ministry of Labour and Social Welfare such regulations or provisions as it considers necessary to improve the administration and observance of laws, regulations or collective agreements or to extend the scope of labour legislation; and

(i) impose the penalties prescribed by this Code and issue warnings in the case of minor offences.

Director-General

598. The General Directorate of Labour shall be responsible to a Director-General. Where, with the approval of the Mini. ry

of Labour and Social Welfare, the Director-General is absent or excused duty, or an objection has been made against him, the Deputy Director-General shall automatically act in his stead.

599. The Director-General or Deputy Director-General (as the case may be) shall be responsible for representing the General Directorate of Labour and for its discharge of the functions conferred on it by this Code.

Duties of the Director-General

600. The Director-General shall be responsible for directing and organising the service and shall accordingly —

(a) give the necessary instructions for the organisation and co-ordination of the various departments;

(b) ensure the proper functioning of such departments and the maintenance of good order and discipline therein;

(c) prescribe standard forms or models (whether printed or not) for all official questions, in so far as this is necessary;

(d) recommend standard forms or models (whether printed or not) to the Ministry of Labour and Social Welfare for the supervision of labour legislation and the compilation of data on labour matters in Honduras and such other data as are prescribed by law or decree;

(e) grant or refuse such permits as he is competent to grant or refuse under the provisions in force at the time;

(f) give an opinion on inquiries relating to the application of labour legislation. Where the nature of the inquiry is such that the opinion given would establish a general policy for the future in relation to a particular matter he shall first obtain the authorisation of the Ministry of Labour and Social Welfare;

(g) inform the Ministry of Labour and Social Welfare of any decisions given by the presidents or heads of district councils, the mayors of municipalities and other departmental administrative officials in labour matters for which they are competent by law, if he considers that such decisions affect the general policy or attitude of the Ministry in its application of labour legislation;

(h) supervise the operation of the administrative subdivisions of the General Directorate, with special reference to the regional or local centres mentioned in this Code;

(i) keep the Ministry of Labour and Social Welfare informed of the level of employment and standard of living, in accordance with the data supplied to him by the specialised services;

(j) co-operate with other public authorities or request such co-operation in the interests of the various departments;

(k) co-operate closely with the workers' education services, in accordance with the general or special instructions issued by the Ministry;

(l) give private reprimands or warnings to employees in the Directorate, inform the Ministry of Labour and Social Welfare of any action on their part that he considers irregular and propose such penalties as he considers adequate; and

(ll) arrange for the opening of a personal file on each official or employee. Such file shall contain full particulars of the person's identity, qualifications, seniority and conditions of service, and shall record any circumstances warranting commendation or censure: Provided that only such penalties as have already been imposed by the Ministry of Labour and Social Welfare and notified to the person concerned shall be recorded in the file.

Duties of the Deputy Director-General

601. The Deputy Director-General of Labour is the immediate assistant of the Director-General and shall act in his stead in appropriate cases, in accordance with section 598 of this Code.

602. [*Administrative duties of Deputy Director-General.*]

Heads of Section

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Trade Unions and Collective Agreements Section

605. It shall be the duty of the trade unions and collective agreements section to—

(a) gather information on national, comparative and international legislation relating to employers' and workers' organisations and keep such information properly up to date;

(b) remain constantly in touch with national employers' and workers' organisations, so as to be familiar with their problems and obtain their co-operation;

(c) give advice to the founders of occupational associations, in accordance with this Code;

(d) request the production of the original minutes of the general meetings and managing committees of occupational associations, in accordance with this Code;

(e) register collective agreements and take the appropriate action in accordance with the relevant legislation;

(f) co-operate with the inspection services and higher authorities in the drafting and preparation of collective agreements;

(g) file and preserve the originals of all collective agreements submitted for registration and transmit copies to the General Directorate;

(h) co-operate with the registration of social organisations section;

(i) issue instructions for the drafting of collective agreements and register any extensions and amendments, taking the necessary action in each case;

(j) give notice of the termination, amendment or extension of collective agreements and make such observations or entries as are appropriate;

(k) produce such recommendations and reports as are requested of it in matters within its sphere of competence; and

(l) carry out such other tasks as may be prescribed in laws, decrees or regulations.

Registration of Social Organisations Section

606. It shall be the duty of the registration of social organisations section to—

(a) maintain an up-to-date register of employers' and workers' social organisations;

(b) examine the by-laws of trade unions which apply for registration and any amendments thereto;

(c) file and preserve the by-laws of trade unions and any amendments thereto, and record any cases of dissolution or cancellation;

(d) notify the General Directorate of Labour of any action taken in connection with the registration of trade unions and of any draft by-laws or amendments to by-laws that are received;

(e) produce such reports as are requested of it in matters within its sphere of competence.

607. Applications for the registration of social organisations shall be submitted to the General Directorate of Labour, which shall follow the procedure laid down in Chapter IV of Part VI of this Code.

608. The procedure followed in connection with amendments to by-laws shall be the same as is prescribed for applications for registration.

609. The registration of social organisations section shall register such decisions taken or contracts concluded by social organisations as are liable to registration in accordance with this Code.

CHAPTER III. GENERAL INSPECTORATE OF LABOUR

610. Through its staff of inspectors and women welfare officers the General Inspectorate of Labour shall ensure that employers and workers comply with all the statutory provisions governing labour and social welfare.

In matters covered by the Law establishing the Honduran Social Security Institute and the regulations made thereunder the Inspectorate shall furnish such assistance as the inspectors employed by the said Institute may request.

611. The General Inspectorate of Labour shall also act as an advisory body on problems of law and shall accordingly be responsible, through its chief, for answering inquiries received from other departments of the Ministry of Labour and Social Welfare or from employers and workers in connection with the manner in which the statutory provisions within its sphere of competence have to be applied.

In such cases as it deems desirable the Inspectorate shall give notice in the official gazette of the Ministry of Labour and Social Welfare or in one of the main daily newspapers of the Republic of any questions on which it has given an advisory opinion and of any decisions taken by the labour and social welfare authorities, so that they may serve as a guide to others.

612. The head of the General Inspectorate of Labour shall have the same qualifications as are required of labour judges.

Persons appointed as labour inspectors or women welfare officers shall be of Honduran nationality, have come of age and not be ministers of any church; they shall fulfil the conditions prescribed in section 671 and shall pass a proficiency examination to the satisfaction of the chief of service in the fundamental principles of labour, labour legislation, inspection work and social welfare.

All other things being equal, preference shall be given in the recruitment of inspectors and women welfare officers to pupils of the Social Welfare School; persons appointed to such posts shall in any event hold a diploma awarded by the School.

613. The General Inspectorate of Labour shall be deemed to be a party to any individual or collective dispute of a legal nature involving workers who have not yet come of age and to any proceedings instituted for the purpose of protecting the maternity rights of women workers, save where in the latter case the Honduran Social Security Institute is a party to such proceedings.

Duties

614. It shall be the duty of the General Inspectorate of Labour to—

I. ensure compliance with the Labour Code, the regulations made thereunder, the various collective agreements and all other mandatory provisions by means of

(a) the inspection of centres of employment;

(b) the more particular inspection of family employment, home work and factories;

(c) the examination of inspectors' reports with a view to suggesting appropriate measures;

(d) return visits of inspection to ensure that earlier defects have been remedied; and

(e) the submission of reports recording the results of its inspection work and suggesting the necessary measures for the general protection of the working population;

II. assist the other departments of the Ministry by arranging for its inspectors to take any necessary action;

III. arrange for its inspectors to act as conciliators in industrial disputes;

IV. check the membership of safety committees;

V. assist in the revision of collective agreements by making appropriate inquiries into the living conditions of the workers and the economic circumstances of undertakings;

VI. maintain a resident staff in the Central District and the various provinces. This shall involve—

(a) the appointment and transfer of inspectors, women welfare officers, etc.;

(b) inspection and supervision; and

(c) commendations and penalties, as appropriate;

VII. organise public meetings every six months, which shall be attended by all the staff of the Inspectorate and all welfare workers, nurses, visitors and other similar persons, with the object of studying their common problems in giving effect to social legislation.

Every trade union shall be entitled to be represented at these meetings by a delegate with the right to speak and vote, and may furthermore ask for such meetings to be held for the purpose indicated above.

615. The labour inspectors may be national, provincial or local officials and shall be appointed by the Ministry of Labour and Social Welfare.

The General Inspectorate of Labour shall be responsible to a chief inspector or deputy chief inspector, who shall be legally empowered to replace the chief inspector in cases where, with the approval of the Ministry of Labour and Social Welfare, the latter

is absent or excused duty, or an objection has been made against him.

Labour Inspectors

616. Labour inspectors shall be the enforcement officials of the Ministry and shall directly supervise the application of labour legislation. In the discharge of their duties inspectors shall co-operate closely with their chief of section and the higher authorities, shall follow the procedure laid down for the whole of the service and shall keep their superiors informed of their activities and investigations.

617. Labour inspectors and women welfare officers shall have the following rights and obligations:

(a) They may examine all account books, wage records, payrolls, receipts and other documents that effectively assist them in carrying out their duties.

(b) Whenever they encounter unjustified opposition, they shall report the matter to the appropriate labour court and, in special cases where they have to take immediate action, they may on their own responsibility demand assistance from the police authorities or any police officer, for the sole purpose of ensuring that they are not prevented from carrying out their duties or are not obstructed therein.

(c) They may inspect the hygiene conditions obtaining in work-places and may check the guarantees afforded by such work-places for the personal safety of the workers employed therein. They shall more particularly ensure that all provisions enacted for the prevention of employment injuries are properly observed.

(d) They shall assist in all industrial disputes that come to their notice, whether between workers and employers or between workers only or between employers only, with the object of preventing such disputes from spreading or of settling them by conciliation, without recourse to judicial proceedings.

(e) They shall co-operate at all times with the judicial authorities responsible for labour matters and shall also co-ordinate their activities with those of the teachers employed by the Ministry of Public Education, with the object of promoting the cultural development and social education of the workers.

(f) They shall be entitled to send telegrams free of charge if they have to communicate on urgent cases or matters of official business with their superiors, the police authorities or the labour courts.

(g) The documents and reports which they prepare in connection with their duties shall be deemed to be a true record until

conclusive evidence of their inaccuracy or lack of impartiality has been produced.

(*h*) Inspectors shall more particularly ensure that employers and workers show a proper regard for all principles that form the basis of satisfactory labour-management relations. They shall likewise ensure that the ban on night work for young persons is observed and shall notify the competent authority of any contraventions, so that penalties can be imposed. Lastly, they shall carry out all instructions they receive from their superiors in connection with their work.

618. For the purposes of the preceding section every labour inspector shall have power, as and when necessary and on producing evidence of his identity, to visit any undertaking at any hour of the day or night; he shall also be entitled to question any employee without the employer or any witness being present and to ask to see any kind of document or register required to be kept in accordance with this Code. If any irregularities are found in the course of such a visit, he shall record the fact in his report. This report shall be sent to the authority to which the inspector is responsible, which shall impose such penalties as are appropriate in the light of the report and shall order such measures to be taken as are required by law.

Every labour inspector shall be required to carry out the investigations referred to in this section on receipt of a complaint, whether orally or in writing, from any person concerned, to the effect that a contravention of this Code or of the regulations made thereunder has been committed in an undertaking.

619. The report shall be read to the employer or his representative and to any worker or workers involved in the contravention, and the inspector shall sign it jointly with the offenders. If any of the offenders is unable or unwilling to sign, the fact shall be recorded in the inspector's report. The reports drawn up by inspectors shall be submitted to the chief of section by the next working day or within such period as is prescribed by the General Inspectorate of Labour.

620. If the General Inspectorate of Labour decides to impose a penalty, it shall order the inspector to draw up a second report, which shall be known as the "intimation" or "notification" of the penalty. The alleged offender may state his defence in the original report or furnish the General Inspectorate of Labour within three days with a written statement of any circumstances that he considers to be in his favour before a decision is given. The time allowed for bringing an appeal against the decision of the chief inspector to impose a penalty shall be reckoned from the day following the date of the intimation or notification of the penalty.

621. An appeal against a decision to impose a fine shall lie to the General Inspectorate of Labour in the first instance, and to the Ministry of Labour and Social Welfare in the second instance.

Such appeals and the evidence in support of them shall be submitted within the time limits and in the manner prescribed in the Code of Administrative Procedure, due allowance being made, in appropriate cases, for the distance over which the documents have to be transmitted.

622. Reports of offences, intimations and notifications shall be drawn up in accordance with the models prescribed by the General Directorate of Labour; every report of an offence shall indicate the right of the person concerned to state his defence either in the report or by means of a written statement within three days, and every intimation or notification shall indicate the possibility of appeal in accordance with this Code and the time limit for bringing such appeal.

623. Labour inspectors, as agents of the law, shall refrain from entering into discussions as to the material or specific reasons for their presence, and shall only invoke their official capacity.

624. Once proceedings have commenced, no labour inspector may permit such proceedings to lapse without the knowledge and permission of his superiors.

625. Any failure to obey the instructions issued by a labour inspector in the exercise of his statutory powers or any attempt to prevent or obstruct him in the discharge of his duties shall render the offender liable to a fine of between 20 and 500 lempiras. A repetition of the offence shall render the offender liable to a 50 per cent. increase in the fine previously imposed. Such fines may be collected by court order.

Fines shall be imposed by the appropriate labour inspector both on the person directly responsible for the offence and on the employer in whose undertaking, industry, business or establishment the offence was committed, save where the said employer can prove that he was unaware of the offence or was not a party to it. Where an offence is committed by a public or private company, association or institution, the penalty shall be imposed on the person acting as the employer, director, manager or head of the undertaking, establishment, business or place where the work was being done; Provided that the body corporate shall be jointly liable with him for any financial responsibility incurred.

626. If a labour inspector or woman welfare officer discloses information obtained in the course of an inspection or visit, reveals manufacturing or trade secrets that have come to his or her know-

ledge in the course of duty, records untrue particulars in any document or report, accepts gifts from any employer, worker or trade union, exceeds his or her authority or is otherwise guilty of a serious breach of duty, he or she shall be immediately dismissed, without prejudice to any criminal, civil or other liability incurred.

627. An inspector or woman welfare officer shall be suspended without pay for a period not exceeding 15 days and shall be dismissed on more than one repetition of the offence if he or she

(a) fails to report to the competent authority within three days of inspecting or visiting a workplace;

(b) fails to pay regular visits at the prescribed intervals to any workplace in the area entrusted to his or her supervision;

(c) fails in any other way to discharge official duties.

628. Any person shall be entitled to notify a labour inspector or woman welfare officer of any offence committed by an employer or worker against the labour or social welfare laws.

Technical Collaborators and Supervisors

629. The technical collaborators shall form part of the labour inspection service and shall co-operate with it in accordance with the instructions of the General Inspectorate of Labour by applying their specialised knowledge of a particular branch of activity for the benefit of the branch concerned.

630. Supervisors shall have the special duty of supervising the work of the labour inspectors in accordance with the instructions of the General Inspectorate of Labour. For the purpose of discharging this duty they shall have the same powers as labour inspectors. Their work shall consist essentially in ascertaining whether the inspections ordered have been carried out and, if so, whether they have been carried out at the time and in the manner ordered, and in making verificatory inspections and performing special or particularly important tasks.

Such supervisors shall report on their special missions and normal supervision work directly to the General Inspectorate of Labour and shall, *inter alia*, notify any irregularity which is liable to prejudice the reputation of the inspection service. They shall invariably endeavour to discover whether workers or employers have any complaints as to the manner in which inspections are or have been carried out.

631. Technical collaborators and supervisors shall submit periodic reports in accordance with the instructions of the General Inspectorate of Labour.

Chapter IV. Legal Section

632. The legal section shall be responsible to the General Inspectorate of Labour; its duties shall be to

(1) prepare draft laws, decrees and regulations for the various branches of activity covered by the Ministry of Labour and Social Welfare;

(2) draw up reports and attend to such other formalities as are necessary when an appeal is lodged against an action taken by an official of the Ministry;

(3) assist the other departments of the Ministry by answering any legal inquiries submitted to it by the heads of such departments;

(4) answer any inquiries submitted by other authorities, workers' and employers' associations and private individuals, the head of the section being responsible for deciding the cases in which action is required;

(5) reconcile conflicting applications for registration by workers' and employers' associations;

(6) deal with cases in which the liability of officials of the Ministry is involved;

(7) take appropriate action in court cases in which the Ministry is concerned;

(8) keep copies of the decisions and verdicts given by the labour courts, classifying them in chronological order and separately for each court, and a general index of such copies in the alphabetical order of the subjects dealt with and the names of the parties.

633. [*Assistance from other departments.*]

634. [*Keeping of records.*]

Chapter V. Labour Attorney's Section

635. The labour attorney's section shall be directly responsible to the Ministry of Labour and Social Welfare; its duties shall be to

(1) represent or advise the workers or their unions, on request, in their dealings with the competent authorities when differences or disputes arise with the employers in connection with contracts of employment;

(2) seek such ordinary and extraordinary remedies as may be necessary in a worker's defence; and

(3) ensure that the justice dispensed by the labour courts is prompt and expeditious by taking such action as is appropriate

under this Code to guarantee that orders and decisions are made within the time limits fixed by law.

636. A labour attorney shall have the same qualifications as are indicated in section 675.

637. If the labour attorney's section considers that a case is legally indefensible, it shall inform the person concerned that the section will not undertake to represent him.

638. The section may likewise refuse to represent or advise a worker if he asks for its assistance in addition to that of private counsel.

639. In the discharge of its legal duties the labour attorney's section may attempt to reconcile the parties and to this end may summon them to appear before it.

640. Where the settlement suggested by the labour attorney's section is accepted by the parties, the case shall be considered closed and the appropriate document drawn up.

641. The labour attorney's section shall give the workers such assistance in court or out of court as they need in labour questions. Such assistance shall be absolutely free of charge and shall be limited to the claims of workers that relate to labour questions. It shall be given in such matters as the recovery of wages, claims for vacation leave, compensation for dismissal, accidents or occupational diseases, remuneration for overtime or night work, remuneration for work on public holidays or rest days, the return or recovery of sums improperly deducted and the protection of women and young workers.

Such assistance shall extend to all voluntary and administrative proceedings directly concerned with the labour questions in which the attorney intervenes.

642. There shall be one or more labour attorneys to discharge the duties prescribed by this Code in each economic area or district designated by the Ministry of Labour and Social Welfare for the purpose. Such attorneys shall be appointed and removed from office in accordance with the same rules as apply to the appointment and removal of judges.

The labour attorney's section of the Ministry of Labour and Social Welfare shall be directed by an attorney-general and a deputy attorney.

643. Where the proceedings contemplated by a worker are based on an employment injury, the opinion of the medical section shall be sought before the proceedings are instituted. If the

opinion is unfavourable to the plaintiff's case, the labour attorney's section shall not act on his behalf.

644. [*Duties of chief of section.*]

645. [*Provision of information by other authorities.*]

646. The labour attorney's section, acting through the Ministry of Labour and Social Welfare or, where appropriate, the provincial governor, may apply for a court order to be made for the enforcement of any decision it has taken in the discharge of its duties.

Chapter VI. General Directorate of Social Welfare

647. The duties of the General Directorate of Social Welfare shall be discharged through the following administrative subdivisions:

(a) the general protection section;
(b) the advisory medical section;
(c) the occupational health section;
(d) the social insurance section;
(e) the women and young workers investigation section;
(f) the co-operative societies section.

The General Directorate shall co-ordinate the work of these different subdivisions.

Chapter VII. Conciliation and Arbitration Boards

648. It shall be the duty of conciliation and arbitration boards to examine and settle the differences and disputes arising between capital and labour in their spheres of jurisdiction.

649. Conciliation and arbitration boards shall be established and run on a permanent basis in the chief towns of the various provinces. In provinces where the needs of the different economic sectors are such that two or more conciliation and arbitration boards have to be set up, the Ministry of Labour and Social Welfare may set up as many boards as are required and shall define the sphere of jurisdiction of each.

650. Each conciliation and arbitration board shall consist of a representative of the Ministry of Labour and Social Welfare, who shall act as chairman, and one workers' and one employers' representative for each economic sector or group of trades.

651. Where a dispute affects only one economic sector or group of trades, the board shall consist of the workers' and employers' representatives for the sector or group concerned and a representative of the Government.

652. Where a dispute affects two or more economic sectors or groups of trades, the board shall consist of the president of the central organisation and the workers' and employers' representatives for the sectors or groups concerned.

653. For the purpose of appointing the workers' and employers' representatives, the Ministry of Labour and Social Welfare shall, on the tenth day of October of each year, publish a list of the economic sectors and groups of trades which have to be represented on each board, in accordance with a classification to be made by the Ministry of Labour and Social Welfare in the light of the applications submitted by the workers' and employers' organisations in each area.

654. If the Ministry of Labour and Social Welfare considers that the industrial situation generally makes it unnecessary for all the various sectors to be represented, the boards shall consist of one government representative, who shall act as chairman, and not more than three workers' and three employers' representatives.

655. The plenary meeting of a conciliation and arbitration board shall have power to—

(1) conduct conciliation proceedings in connection with any collective differences or disputes arising between workers and employers or between workers only or between employers only in connection with contracts of employment or matters closely related to contracts of employment, and affecting all the economic sectors represented on the board for the province concerned;

(2) conduct arbitration proceedings for the settlement of the differences and disputes referred to in the preceding clause in cases where no agreement has been reached between the parties;

(3) decide whether a stoppage of work affecting all the economic sectors in the provincial capital, province or area is lawful or unlawful, after a file on the matter has been prepared in the manner prescribed in this Code;

(4) draw up its own standing orders; and

(5) discharge any other duties entrusted to it by this Code or the regulations made thereunder.

656. Where a dispute does not affect all the economic sectors mentioned in the preceding section, it shall be dealt with by a

special board for the sectors concerned, which shall conduct the necessary conciliation and arbitration proceedings.

657. A deputy member shall be appointed for every regular member.

658. The workers' and employers' members of a conciliation and arbitration board shall hold office for two years, save where they resign or are removed from office or where their nomination is withdrawn, and may be re-elected, save where they have been removed from office for some reason which has been proved to be attributable to them.

659. The nomination of a representative may be withdrawn at the request of two-thirds of the workers or employers belonging to the group represented. The request shall be submitted to the Minister of Labour and Social Welfare, who, after checking that the above condition is fulfilled, shall make the appropriate announcement and call upon the deputy member to take office. Where there is no deputy member or where his nomination is also withdrawn, the request shall contain proposals for the nomination of the necessary substitutes.

660. The resignation of a workers' or employers' representative shall be submitted to the Minister of Labour and Social Welfare. After the reasons given for the resignation have been considered, the resignation itself shall be accepted or refused, as the case may be.

661. Where a representative is temporarily or permanently absent from the meetings of a conciliation and arbitration board for reasons other than his removal from office or the withdrawal of his nomination, his place shall be taken by the appropriate deputy member. If, after being summoned by the chairman of the board, the deputy does not attend within ten days, the Ministry of Labour and Social Welfare shall nominate a substitute.

662. Where a workers' or employers' representative is prevented from examining a case because an objection has been lodged against him, because he has a valid excuse or for some other reason, his deputy shall be summoned to attend. If the deputy is similarly prevented, the Minister of Labour and Social Welfare shall appoint a representative to take his place.

663. The workers' and employers' members of conciliation and arbitration boards shall be appointed at meetings organised and held in accordance with rules to be issued by the Ministry of Labour and Social Welfare for the purpose.

Part IX. Judicial Authorities Specially Responsible for Labour Matters

Chapter I. Organisation and Jurisdiction of Labour Courts

Division I. General Provisions

664. Cases that come before the judicial authorities responsible for labour matters shall be dealt with in accordance with this Code.

665. The purpose of the judicial authorities responsible for labour matters is to settle any legal disputes arising directly or indirectly out of contracts of employment.

They shall also consider matters connected with the performance of obligations arising out of employment relationships, matters connected with trade union privileges, the granting of permission for young persons to institute proceedings, the recognition of strikes as being lawful, the withdrawal of legal personality, the dissolution and liquidation of occupational associations, disputes, enforcement orders and appeals under social insurance legislation and the confirmation of arbitration awards.

The examination of economic disputes between employers and workers shall continue to be governed by the special laws on the subject.

666. In labour matters justice shall be administered by

(a) labour courts, as courts of first or only instance;

(b) labour courts of appeal, as courts of second instance, where such courts exist; and

(c) the High Court of Justice, as the supreme court of appeal.

667. Labour judges shall discharge their duties independently and shall be subject only to the Constitution and the law. A lower judge shall nevertheless be required to respect and carry out the decisions of a higher judge if the latter, on appeal, overrules or alters the decisions of the former.

668. No judge shall be dismissed from office except for the commission of an offence for which he is sentenced to imprisonment or declared to be guilty of a crime, or if he is guilty of misconduct or fails to carry out the obligations of his office. The facts shall be established by the High Court of Justice after a summary investigation and a hearing of the person concerned. Transfers of judges from one court of appeal to another shall be made in accordance with the law.

669. Once a matter has been submitted to a labour court in accordance with the legal procedure, the court shall conduct all the necessary proceedings on its own initiative and shall endeavour to curtail the normal course of the hearings as far as possible. The final decision of the court shall have the force of a judgment at law.

670. No judge or labour inspector shall be elected to any office as a representative of the people. Any infringement of this rule shall render the election null and void.

671. No person shall be appointed as a member or deputy member of a labour court or as an official or employee thereof if he holds executive office in a social organisation of any kind or if he holds office as the representative of such organisation in the courts or elsewhere or if he has held such office within the two years immediately preceding his nomination.

No person shall be appointed as aforesaid if he has been convicted of a criminal offence or a contravention of the labour or social welfare laws within the two years immediately preceding his nomination.

672. In so far as they do not conflict with the letter or spirit of the provisions governing the organisation of the labour courts, as contained in this Part, the provisions of the Law respecting the organisation and duties of the ordinary courts shall also apply to labour courts.

In the absence of relevant provisions elsewhere in this Part, the provisions of this Chapter shall apply to the other matters covered by this Part, in so far as they are not inconsistent therewith.

673. The labour courts shall sit on days other than working days and outside working hours if delay would be detrimental to the parties or to the proper dispensation of justice or would render any decision taken ineffective.

Division II. Labour Courts

674. Labour courts shall be set up for such economic areas as the High Court of Justice may determine, having regard to—

(a) the number of workers employed in the area concerned;

(b) the degree of industrialisation;

(c) the number of occupational associations of workers and employers; and

(d) the findings of a report to be submitted by the Ministry of Labour and Social Welfare after consultation with the General Inspectorate of Labour.

The number of courts shall be fixed by the High Court of Justice, which may increase or reduce the number as it deems fit.

In provinces where there is no special labour judge, his duties shall be discharged by the appropriate civil judge.

675. Every labour judge shall be a barrister practising in the courts of the Republic and shall preferably be a specialist in labour matters; he shall be appointed and removed from office by the High Court of Justice in accordance with the same rules as apply to the removal of any other judge. He shall fulfil the other conditions prescribed by law and shall enjoy the privileges and immunities granted to all other judges.

676. Every clerk of a labour court shall furnish evidence of his having worked as the clerk of an ordinary court for two years or of his having studied for at least two years at the Faculty of Legal and Social Sciences of the National Independent University. Every receiver of a labour court shall furnish evidence of his having had one year's practical experience or one year's study at the above-mentioned Faculty.

677. In addition to his other statutory duties, the clerk shall send a quarterly report to the General Inspectorate of Labour on all proceedings of the court that are relevant for statistical purposes.

678. Notices shall be served by the clerk of the court, who shall authenticate them by affixing the seal of the court under his own surname and title.

679. A labour court shall be the authority of first instance within its sphere of jurisdiction for—

(1) all disputes arising out of contracts of employment;
(2) all proceedings instituted for the dissolution of social organisations;
(3) all complaints and differences of opinion arising in connection with the application of the workmen's compensation laws;
(4) all infringements of the labour and social welfare laws and regulations, in which connection it shall have power to impose the appropriate penalties; and
(5) all other matters prescribed in this Code.

680. A labour judge may delegate his powers to the clerk of the court for a period not exceeding eight days if he has to be absent from the seat of the court for reasons connected with his duties.

The receiver of the court shall act as clerk during the period referred to in the preceding paragraph.

Division III. Labour Courts of Appeal

681. Labour courts of appeal shall be set up in such economic areas as the High Court of Justice may determine.

The number of courts shall be fixed by the High Court of Justice, which may increase or reduce the number as it deems fit.

Until such time as labour courts of appeal are set up in the Republic, their duties shall be discharged by the ordinary courts of appeal.

682. Every labour court of appeal shall consist of three judges and two deputy judges; its proceedings shall be directed by a president, who shall be one of the regular members.

The president shall hold office for one year, reckoned from the second day of January; each member of the court shall hold office in turn, in order of seniority.

The judges shall enjoy the rank and order of precedence corresponding to their seniority in the service of the court and shall hold office for three years; they may be removed from office for the same reasons as judges of the ordinary courts.

683. A judge of a labour court of appeal must—

(1) be of Honduran nationality, be over 30 years of age, be in possession of his civil rights and not be a minister of any church;

(2) be a barrister, and preferably a specialist in labour law;

(3) be of good moral standing and recognised independence in his views;

(4) have practised his profession for at least five years or have held office as a judge for at least one year.

684. No person who is ineligible to hold office as a labour judge may hold office as a judge of a labour court of appeal.

685. No relatives who are less than four times removed by blood or twice by marriage may hold office simultaneously as judges of the same labour court of appeal.

686. The labour courts of appeal shall review the decisions given by labour judges or conciliation and arbitration boards if an appeal is lodged against them or an opinion on them is requested.

687 and **688.** [*Procedure.*]

689. [*Appointment of court officials.*]

Chapter II. - Jurisdiction

690. The decision as to which labour court has jurisdiction in any particular case shall be taken on the basis of the place where the services have been performed or the place where the defendant has his residence, at the option of the plaintiff.

691. Proceedings may be instituted against a public body, independent administration or social institution or agency only if the appropriate administrative procedure has been exhausted.

692. In proceedings instituted against the State, jurisdiction shall lie with the labour judge for the place where the services have been performed or the place where the plaintiff has his residence, at the option of the latter, irrespective of the amount involved.

693. In proceedings instituted against a municipality, jurisdiction shall lie with the labour judge for the place where the services have been performed.

694. In proceedings instituted against a public establishment or official agency or undertaking, jurisdiction shall lie with the judge for the place where the defendant has his residence or the place where the services have been performed, at the option of the plaintiff.

695. In proceedings instituted against a social welfare fund or institution or a social institution or agency, jurisdiction shall lie with the judge for the place where the fund or institution has its registered address or the place where application was first made for payment to be effected by the defendant.

696. Labour judges shall give final decisions in all cases in which the amount involved does not exceed 200 lempiras and decisions in first instance in all other cases.

697. In municipalities where there are no labour courts, cases which would otherwise be within their jurisdiction shall be dealt with by the civil judges.

698. Where a claim is directed against two or more persons simultaneously and two or more judges have jurisdiction, the choice of judge shall be made by the plaintiff.

699. The High Court of Justice shall examine appeals on points of law and shall confirm the awards made in arbitration proceedings.

The labour courts of appeal shall be the authorities of second instance for the examination of cases considered in first instance by the labour judges.

CHAPTER III. PUBLIC PROSECUTOR'S OFFICE

700. The duties of the public prosecutor's office in relation to the judicial authorities responsible for labour matters shall be discharged by the labour attorney-general and by the provincial and district labour attorney's sections set up in accordance with this Code.

701. The public prosecutor's office shall intervene in any labour suit in which one of the parties is a person under judicial disability having no one to represent him.

702. The public prosecutor's office shall intervene on behalf of the State and in the interests of justice, if the Ministry of Labour so requests, in any proceedings involving occupational associations or the recognition of a strike.

Part X. Procedure in Labour Suits

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CHAPTER XIII. PROCEDURE FOR THE SETTLEMENT OF COLLECTIVE DISPUTES OF AN ECONOMIC AND SOCIAL NATURE

Division I. Direct Settlement

Representatives

790. In the event of a collective dispute which might result in a suspension of work or which has to be settled by compulsory arbitration, the trade union or workers concerned shall nominate three representatives from among their number to submit their claims to the employer or the person representing the employer.

These representatives must be of Honduran nationality, have come of age, be actually employed in the undertaking or establishment concerned and have been in its employment for more than six months (or for the whole time that it has been in operation if it has not been in existence for six months).

Opening of Discussions

791. The owner of the establishment or undertaking or his representative shall be required to receive the workers' representatives within 24 hours of the submission of the claims, so that discussions can be opened. If the person to whom the claims are submitted considers that he has no authority to deal with them, he shall ask for such authority to be conferred on him or refer the claims to the employer within 24 hours of receiving them, at the same time notifying the workers to that effect. In no circumstances shall the opening of discussions with a view to a direct

settlement be postponed for more than five working days, reckoned from the submission of the claims.

Duration of Discussions

792. Discussions with a view to a direct settlement may continue for as long as the parties deem appropriate; but if the workers so demand, they shall be given a clear answer to all or any of their claims within ten days of the opening of the discussions.

Agreement

793. If a complete or partial settlement of the claims is reached, a collective agreement (or covenant in the case of non-unionised workers) shall be signed and a copy sent to the Ministry of Labour through the appropriate labour inspector within 24 hours of signature.

The General Inspectorate of Labour shall ensure that the agreement does not conflict with the statutory provisions issued for the protection of the workers and, that the provisions of the agreement are strictly observed by the parties.

Disagreement

794. If it is not possible to reach a direct settlement of all or any of the claims, a document recording the fact shall be drawn up and the differences submitted for conciliation.

Division II. Mediation

795. Mediation services shall be established in the capital of the Republic and in other important centres of employment; each service shall consist of one or more mediators appointed by the Ministry of Labour and Social Welfare.

796. Every mediator shall fulfil the following conditions:

(1) be of Honduran nationality and be over 25 years of age and of good repute;

(2) have sufficient education, a knowledge of the labour problems of the region, and be endowed with personal qualities that render him worthy of the confidence of both employers and workers.

797. Mediators shall—

(1) keep in contact with the employers and workers in the region or with their associations in order to acquire a thorough knowledge of their problems, so as to be able to prevent and settle industrial disputes;

(2) encourage collective bargaining, so that it becomes the normal method of establishing conditions of employment;

(3) promote the establishment of committees of employers and workers in the principal centres of employment, for the discussion and amicable settlement of any labour problems that arise between them;

(4) advise employers and workers or their associations on all matters affecting the relations between them;

(5) carry out any investigations or inquiries necessary for the better performance of their duties. This they may do either on their own authority or through the labour inspectors; they may, if necessary, be accompanied by such experts or technical advisers as are appropriate to the nature of the case; and

(6) direct the labour inspectors to take such action as is necessary to ensure that their mediation is successful.

Mediators shall also submit reports to the conciliation and arbitration boards when asked to do so.

798. In the event of a dispute the mediator shall approach the parties with a view to their submitting their claims to a committee of employers and workers; he shall advise the committee if asked to do so. If no such committee exists, or if it exists but does not settle the dispute, the mediator shall attempt to settle the dispute himself, requesting the party that considers itself injured to submit its claims.

799. The claims shall be presented to the mediator in duplicate.

If, after examining them, he is of the opinion that the matter does not constitute an industrial dispute, he shall refuse to handle it, explaining to the parties concerned the reasons for his decision.

Where the dispute is found to concern a point of law, the parties shall submit it to the competent judicial authority.

If the dispute is found to concern an economic matter, the mediator shall open a file on the case with one copy of the claims and shall transmit the other copy to the adverse party, which shall submit its reply within a time limit to be fixed by the mediator at his discretion.

800. The reply shall also be submitted in duplicate to the mediator, who shall place one copy in the file on the case and shall transmit the other to the claimant.

801. If the reply is unfavourable, the mediator shall open discussions within the next three days, with a view to reconciling the parties; he shall then accept and collect evidence and take whatever measures he may deem fit, to the best of his knowledge and belief, without having to observe any particular legal formalities, and shall endeavour to induce the parties to reach an amicable settlement.

To this end the mediator shall propose whatever compromise he deems appropriate and shall avail himself of all the means at his disposal.

802. The mediator shall send a report to the Ministry of Labour and Social Welfare as soon as his mediation work has been completed.

Division III. Conciliation

Procedure before Conciliation Boards

803. No set form shall be required for the documents, claims or arguments submitted to a conciliation board. The parties shall make clear what matters are at issue and the reasons for the same.

804. Once a matter in dispute has been submitted to a conciliation board, the chairman of the board shall appoint a date and time for a hearing of both parties, which shall be held within three days, the defendant being warned that he will be deemed to disagree with any solution found if he fails to appear. When the notice is served, the defendant shall be furnished with a copy of any statement of claims submitted by the plaintiff. If, for any reason, notice cannot be served on the defendant at the place where the board has its seat, the time limit allowed shall be increased by one day for every 20 kilometres distance or part thereof.

805. On the appointed day and at the appointed time, the employer and workers concerned shall appear before the board in person or shall appoint a duly authorised representative to appear on their behalf. The conciliation proceedings shall then be held as follows:

I. The plaintiff shall begin by explaining his claim, that is to say what he seeks to obtain and why. This explanation may be given in the form of a reading of the original claim in the file. The plaintiff may also quote the legal arguments on which his claim is based.

II. The defendant shall make such reply as he deems appropriate in defence of his interests and may also quote arguments in substantiation of his objections.

III. After this reply, the parties may make further statements and counter-statements if they wish to do so.

IV. If the parties do not agree, the board shall endeavour to bring about an amicable settlement and to this end the chairman, after consulting the other representatives, shall put forward such solution as in his opinion is likely to put an end to the dispute, at the same time explaining to the parties that the solution proposed in the light of their arguments is fair and just.

V. If the parties reach agreement, the solution proposed shall put an end to the dispute.

806. Within six days of the last hearing, the conciliation board shall give such decision as it deems appropriate for the settlement of the dispute and shall immediately summon the parties' representatives to inform them of its decision.

All decisions of the board shall be adopted by a majority vote.

If the parties agree to the decision, its terms shall be deemed to constitute a collective agreement between them.

If the parties do not agree to the decision, the board shall summon them (or their representatives) to a hearing to be held as soon as possible, at which it shall invite them to submit the dispute to arbitration; a written record of the outcome of the hearing shall be taken.

Division IV. Arbitration

Voluntary Arbitration

807. Employers and workers may agree that any disputes arising between them out of their employment relationships are to be settled by an arbitrator.

Terms of Agreement to Submit to Arbitration

808. The terms of the agreement to submit to arbitration shall invariably be set down in writing, whether in the individual contract of employment, in the collective contract or agreement or in some other later document.

Appointment of Arbitrators

809. The parties may appoint one or more arbitrators, at their own discretion; such arbitrators may be chosen from national corporations of any kind.

If the parties have not agreed on how the arbitrators are to be appointed, each of them shall appoint one arbitrator and the arbitrators so appointed shall, as their first duty, appoint a third, who with the other two shall constitute the tribunal. If the two arbitrators appointed by the parties cannot agree within 24 hours, the third arbitrator shall be the appropriate labour inspector or, where there is no such inspector, the local mayor.

If either of the parties fails or is unwilling to appoint an arbitrator, the local labour judge shall appoint one within three days of being asked to do so.

Replacement of Arbitrators

810. Where an arbitrator is absent or prevented from performing his duty, he shall be replaced in accordance with the same procedure as was followed for his appointment.

If one of the parties is unwilling to replace the arbitrator he appointed, the other two arbitrators shall appoint a replacement within three days of calling upon the party concerned to do so.

Arrangement of a Hearing

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Time Limit for Making an Award

812. The arbitrators shall make their award within ten days reckoned from the appointment of the tribunal. This time limit may be extended by the parties.

Form of Award

813. The document containing the award shall open with an account of the proceedings, followed by the award itself, and shall as far as possible take the form adopted for decisions given by judges in labour suits.

Fees and Expenses

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Procedure Laid Down by Collective Agreement

815. Where the parties have made provision in a collective agreement for permanent arbitration boards or tribunals to be set up, the terms of the agreement shall be followed in all matters relating to their establishment, jurisdiction and procedure for settling such disputes as may arise. Only in the absence of an express provision shall the rules contained in this Chapter be applied.

Force of Awards

816. Notice of the arbitration award shall be given in person to the parties; the award shall acquire the force of a judgment at law and the only appeal entertainable shall be one against its confirmation, as mentioned in the following section.

Appeals against the Confirmation of Awards.

817. A special appeal shall lie to the High Court of Justice against the confirmation of arbitration awards covered by the preceding sections.

Such appeals may be lodged by either of the parties within three days of the notification of the award; in this case the original copy of the award shall be transmitted to the High Court of Justice within the next two days.

Examination of Appeals

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Confirmation of Awards

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Compulsory Arbitration

820. Collective labour disputes which arise in public services and in which no agreement can be reached through negotiations for a direct settlement or through conciliation proceedings shall be submitted for compulsory arbitration.

Collective disputes arising in other undertakings or establishments may be submitted for arbitration if the parties so agree.

Arbitration Boards

821. The arbitration boards dealing with collective disputes for which arbitration is compulsory shall be set up in the manner prescribed in Chapter VII of Part VIII of this Code and shall operate in the manner prescribed in Division V of this Chapter.

Fees

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Persons Not Eligible to Act as Arbitrators

823. No person who has been directly or indirectly concerned in representing the parties at any stage of the negotiations for a direct settlement or at any stage of the conciliation proceedings shall be eligible to sit on an arbitration board or tribunal.

The foregoing shall also apply to the permanent employees, representatives, proxies and lawyers of the parties, and more generally to all persons in any way subordinate to them.

824. No collective stoppage of work shall be permitted for such time as a dispute is being considered by an arbitration board or tribunal.

Decisions

825. The arbitrators shall give a decision on all questions that have not been the subject of agreement between the parties during the negotiations for a direct settlement or during the conciliation proceedings; their award shall not affect the rights or powers conferred on the parties by the Constitution of the Republic or by any law or contract.

Legal Effects and Period of Validity of Awards

826. An arbitration award shall put an end to a dispute and shall have the force of a collective agreement in relation to all conditions of work.

The period of validity of an arbitration award shall not exceed two years.

No collective stoppage of work shall be permitted for such time as an arbitration award is binding.

Criminal Liability

827. The fact that a strike is ended by agreement between the parties or by an arbitration award shall not relieve either party of liability for offences committed while the strike was in progress.

Division V. Procedure before Arbitration Boards

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Part XI. Miscellaneous Provisions

SOLE CHAPTER

General Provisions as to Ordinary Procedure

857. Disputes for which no special procedure is prescribed (as in the case of the dissolution and liquidation of occupational associations, etc.) shall be subject to the ordinary procedure indicated in this Code.

Application by Analogy

858. In the absence of special provisions for the procedure to be followed in labour suits, the provisions of this Code and otherwise the provisions of the Code of Civil Procedure shall be applicable by analogy.

Notification of Employment Injuries

859. The notifications referred to in sections 434 and 436 of this Code shall be forwarded to the General Inspectorate of Labour and to the competent labour court by the employer, the injured person, his dependants or beneficiaries or the appropriate trade union.

The officials concerned shall keep a register of such notifications and of any reports received on occupational diseases and shall issue certificates reproducing the particulars contained therein. On receipt of a notification the competent official shall order an immediate examination of the injured person by a specialised

medical practitioner, or where there is no such practitioner, by a physician of the forensic medicine department or, where there is no such physician, by any other medical practitioner.

Complaints in Connection with Social Welfare Benefits

860. Application may be made to the General Inspectorate of Labour or to any labour court for assistance in ensuring that social welfare and assistance benefits are granted promptly and effectively.

Inquiries as to the Interpretation of Labour Laws

861. No judicial authority may answer inquiries in connection with the interpretation of labour laws.

Limitation

862. Limitation is a method of obtaining relief from an obligation imposed by, or arising out of, this Code through the passage of a certain period of time and subject to the conditions prescribed in this Chapter.

No person may undertake to waive his right to the operation of limitation, but once the period of limitation has expired a person may waive that right either explicitly by word of mouth or in writing or tacitly on the evidence of incontrovertible facts.

863. The right of an employer to dismiss a worker for just cause or to impose a disciplinary penalty upon him for failure to perform his contract of employment shall, like any proceedings taken in virtue of that right, be barred by limitation after one month reckoned from the day on which the grounds for the dismissal arose or from the day on which the facts which gave rise to the disciplinary penalty became known.

864. The right of a worker to appeal against unwarranted dismissal or against any disciplinary penalty imposed upon him shall, like any proceedings taken in virtue of that right, be barred by limitation after two months reckoned from the termination of the contract or the imposition of the penalty.

865. The right of a worker to terminate his contract of employment for just cause shall, like any proceedings taken in virtue of that right, be barred by limitation after one month reckoned from the day on which the employer gave grounds for the termination of the contract.

866. The right of an employer to claim against a worker for his unwarranted departure from his job shall, like any proceedings taken in virtue of that right, be barred by limitation after one month reckoned from the unwarranted departure.

867. Save as otherwise prescribed, all rights conferred by this Code, the regulations made thereunder and the other labour and social welfare laws and all proceedings taken in virtue of those rights shall, in so far as they do not arise directly out of a contract of employment, be barred by limitation after two months. This period shall be reckoned for employers and workers alike from the date on which the relevant circumstance arose, save, in the case of workers, where there was no possibility of exercising the right or taking the proceedings in question. This last condition shall be proved to the satisfaction of the court.

The period of limitation for claiming payment for overtime shall be reckoned from the date on which the ordinary wage corresponding to the period when the overtime was worked was or should have been paid.

868. The period of limitation shall be interrupted—

(a) if application is made to, or proceedings instituted with, the competent authority;

(b) if the person to whose advantage the period of limitation is operating recognises either explicitly by word of mouth or in writing or tacitly on the evidence of incontrovertible facts that the person to whose disadvantage the said period is operating is within his rights.

The recognition mentioned in this clause shall include payment by the debtor or his discharge of his obligations, even if only in part and irrespective of the manner; and

(c) in a duly proven case of *force majeure* or a fortuitous event.

869. Limitation shall not operate against persons under 16 years of age or persons under any form of disability if they have no legal representative. Such legal representative shall be liable for any damages caused by the operation of limitation to the person whom he represents.

870. Where any circumstance interrupts the operation of limitation for one of a group of persons who are jointly liable for a debt, it shall likewise interrupt it for the others.

871. The effect of the interruption shall be to exclude for the purposes of limitation the whole period preceding the commencement of the interruption.

Conflicts of Jurisdiction

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Cases Pending

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Repeals

874. All statutory provisions conflicting with this Code are hereby repealed, including the following decrees:

(a) Legislative Decree No. 96 of 4 March 1949 [3] to fix public holidays;

(b) Legislative Decree No. 43 of 2 February 1952 [4] to promulgate an Employment Accidents Law;

(c) Legislative Decree No. 44 of 4 February 1952 [5] to promulgate the law on the employment of young persons and women;

(d) Legislative Decree No. 63 of 19 February 1952 to establish a General Directorate of Labour and Social Welfare;

(e) Legislative Decree No. 15 of 12 January 1953 [6] to amend section 40 of Decree No. 44;

(f) Legislative Decree No. 50 of 16 February 1955 [7] to promulgate a Charter of Labour Guarantees;

(g) Legislative Decree No. 59 of 14 March 1955 [8] respecting mediation, conciliation and arbitration;

(h) Legislative Decree No. 101 of 6 June 1955 [9] to promulgate a Law respecting employers' and workers' associations;

(i) Legislative Decree No. 123 of 22 July 1955 respecting the conclusion of collective agreements;

(j) Legislative Decree No. 224 of 20 April 1956 [10] to promulgate a Law respecting individual contracting for employment;

(k) Decree No. 90 of 9 May 1957 to amend section 69 of the Law respecting individual contracting for employment;

(l) Decree No. 114 of 22 July 1957 [11] to promulgate a Railway Labour Law;

(m) Decree No. 133 of 15 August 1957 to replace section 86 of the Law respecting individual contracting for employment;

(n) Decree No. 134-A of the Military Junta of 19 August 1957 [12] to promulgate a Law respecting the Directorate of Labour;

(ñ) Decree No. 169-A of 15 October 1957 to amend sections 17 *(b)* and 45 of the Law respecting employers' and workers' associations;

(o) Legislative Decree No. 7 of 11 March 1958 respecting public holidays;

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[3] *Legislative Series*, 1949 (Hon. 1).
[4] Ibid., 1952 (Hon. 2).
[5] Ibid., 1952 (Hon. 1).
[6] Ibid., 1953 (Hon. 2).
[7] Ibid., 1955 (Hon. 1).
[8] Ibid., 1955 (Hon. 3).
[9] Ibid., 1955 (Hon. 2 B).
[10] Ibid., 1956 (Hon. 1).
[11] Ibid., 1957 (Hon. 1).
[12] Ibid., 1957 (Hon. 2).

(p) Legislative Decree No. 30 of 28 March 1958 to amend the Law respecting employers' and workers' associations; and

(q) Legislative Decree No. 47 of 29 April 1958 to amend the Railway Labour Law.

Commencement of Code

875. This Code shall come into operation on the date of its publication in *La Gaceta*.